

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Line Company, Inc.		06/27/2012	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Cortland Line Manufacturing, LLC		
Street Address:	3736 Kellogg Road		
City:	Cortland		
State/Country:	NEW YORK		
Postal Code:	13045		
Entity Type:	Limited Liability Company: NEW YORK		
Name:	Cortland Line Sales, LLC		
Street Address:	3736 Kellogg Road		
City:	Cortland		
State/Country:	NEW YORK		
Postal Code:	13045		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3582830	CORTLAND PRECISION	
Registration Number:	1829497	CORTLAND LAZER LINE	
Registration Number:	1775327	CORTLAND	
CORRESPONDENCE DATA			
Fax Number:	9148213084		
<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:	9148213084		
Email:	tmdocket@leasonellis.com, clarke@leasonellis.com		
Correspondent Name:	Deirdre A Clarke c/o Leason Ellis LLP		
Address Line 1:	One Barker Avenue, Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	02422/309375/307857		

OP \$90.00 3582830

NAME OF SUBMITTER:	Deirdre A. Clarke
SIGNATURE:	/deirdreclarke/
DATE SIGNED:	03/25/2016
Total Attachments: 7 source=01467445#page1.tif source=01467445#page2.tif source=01467445#page3.tif source=01467445#page4.tif source=01467445#page5.tif source=01467445#page6.tif source=01467445#page7.tif	

ASSET PURCHASE AGREEMENT

BY AND AMONG

**CORTLAND LINE MANUFACTURING, LLC
AND
CORTLAND LINE SALES, LLC
(collectively, Buyers)**

and

**CORTLAND LINE COMPANY, INC
(Seller)**

Dated as of June 27, 2012

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 27th day of June, 2012, by and between CORTLAND LINE MANUFACTURING, LLC, a New York limited liability company ("Manufacturing"), CORTLAND LINE SALES, LLC a New York limited liability company ("Sales" and together with Manufacturing, "Buyers" and each is also a "Buyer") and CORTLAND LINE COMPANY, INC., a New York corporation ("Seller").

RECITALS

Seller wishes to sell to Buyers and Buyers wish to purchase from Seller, certain of the assets, properties, rights and business of Seller, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in reliance on the representations and warranties of each party to the other, in consideration of the covenants and agreements of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

RULES OF CONSTRUCTION: DEFINITIONS

Section 1.1 Rules of Construction. Unless the context otherwise requires:

- (a) A capitalized term has the meaning assigned to it in this Agreement;
- (b) An accounting term not otherwise defined herein has the meaning assigned to it in accordance with GAAP (as defined below);
- (c) "Or" is not exclusive and "including" means "without limitation," whether or not so expressed;
- (d) Words in the singular include the plural, and words in the plural include the singular;
- (e) Provisions apply to successive events and transactions;
- (f) References to "party" or "parties" means the parties to this Agreement;
- (g) "Herein," "hereof" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement;
- (h) A party has "Knowledge" of a particular fact or matter if an officer, director, member or manager of such party is or was actually aware of such fact or other matter or would be expected to discover or otherwise become aware of such fact or other matter in the course

Section 3.4 Compliance with Applicable Laws. Seller is not in violation of any Laws, and to the Knowledge of Seller no facts or circumstances exist that, with the passage of time or the giving of notice or both, might reasonably serve as the basis for any claim that Seller is not in compliance with any Laws. There is currently no pending investigation or review by a Governmental Entity of Seller and no Governmental Entity has notified Seller of its intention to conduct the same.

Section 3.5 Permits. Set forth in Section 3.5 of the Seller Disclosure Schedule is a list of all permits, licenses, approvals, orders, and franchises (collectively, "Permits") currently maintained with respect to the Business. Each of such Permits is in full force and effect and Seller is in material compliance with all of its obligations with respect to such Permits. Seller has not received any notice of violation of any Permit from any Governmental Entity or third party that has not been cured or otherwise resolved to the satisfaction of such Governmental Entity or third party and to the Knowledge of Seller no event has occurred that allows, or upon the giving of notice or the lapse of time or otherwise would allow, revocation or termination of any such Permits. The Permits listed in Section 3.5 of the Seller Disclosure Schedule are all of the licenses and permits, which are required for the present conduct of the Business. All of Seller's Permits are available for inspection by Buyer prior to the Closing.

Section 3.6 Litigation or Claims. Except set forth in Section 3.6 of the Seller Disclosure Schedule, there is no suit, action, arbitration, demand, claim, dispute, investigation or proceeding, pending or threatened, against Seller, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against Seller, relating to the Business or any of the Acquired Assets, (i) that could have an adverse effect on the ability of Seller to perform its obligations under any of the Transaction Documents, or (ii) that could have a Material Adverse Effect on Seller. No injunction, writ, temporary restraining order, decree or order of any nature has been issued by any court or other Governmental Entity against Seller purporting to enjoin or restrain the execution, delivery or performance of any Transaction Document. To Seller's Knowledge, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Seller that relates to the Business or any of the Acquired Assets and that (i) affects the ability of Seller to perform its obligations under any of the Transaction Documents, or (ii) could have a Material Adverse Effect on Seller.

Section 3.7 Liens. Section 3.7 of the Seller Disclosure Schedule sets forth (a) the amount of all liabilities of Seller that are secured by a Lien on any of the Acquired Assets and (b) the name of each creditor thereof.

Section 3.8 Sufficiency of Assets. The Acquired Assets and the Real Property constitute all of the assets, properties, rights and interests, tangible and intangible, of any nature whatsoever, necessary to conduct the Business as presently conducted by Seller. Seller has the right to use all of the Acquired Assets and the Real Property in the manner that such assets are presently used in the Business.

Section 3.9 Books and Records. All of the documents and Books and Records that have been delivered or made available to Purchaser by or on behalf of Seller are true, correct and complete copies of what they purport to be and have not been modified or amended, except as

specifically noted therein. All information set forth in the exhibits and schedules to this Agreement is true, correct and complete in all material respects and not misleading. Seller does not have any Knowledge of any significant adverse fact or condition relating to the Business or the Acquired Assets which has not been specifically disclosed in writing by Seller to Buyers.

Section 3.10 Intellectual Property.

- (a) Seller owns and/or has the right to use, sell or license all Intellectual Property Rights that are used by the Seller in conducting the Business as presently conducted by Seller (such Intellectual Property Rights being hereinafter collectively referred to as the "Seller IP Rights") and such rights to use, sell or license are sufficient for such conduct of the Business;
- (b) Seller has not licensed or in any other way granted to any Person any right to or in any of the Seller IP Rights;
- (c) the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated hereby will not constitute a breach of any instrument or agreement governing any Seller IP Right (the "Seller IP Rights Agreements"), will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any Seller IP Right or impair the right of Seller or, after the Closing Date, Buyer to use, sell or license any Seller IP Right or portion thereof;
- (d) except as set forth on Section 3.10(d) of the Seller Disclosure Schedule, there are no past, present or future royalties, honoraria, fees or other payments payable by Seller to any Person with respect to the Seller IP Rights;
- (e) the conduct of the Business, as presently conducted does not violate any Seller IP Rights Agreement between Seller and any Person or infringe on any Intellectual Property Right of any other party;
- (f) there is no pending or, to Seller's Knowledge, threatened claim or litigation contesting the validity, ownership or right to use, sell, license or dispose of any Seller IP Right and, to Seller's Knowledge, there is no basis for any such claim;
- (g) Seller has not received any notice asserting that any Seller IP Right or the proposed or actual use, sale, license or disposition thereof conflicts or will conflict with the rights of any other Person, and to Seller's Knowledge, there is no basis for any such assertion;
- (h) Seller has taken reasonable and practical steps designed to safeguard and maintain the secrecy and confidentiality of, and its proprietary rights and confidential information in, each of the Seller IP Rights, including having each employee of Seller signing a proprietary agreement in the form attached to Section 3.10(h) of the Seller Disclosure Schedule;
- (i) Section 3.10(i) of the Seller Disclosure Schedule sets forth a list of all applications, registrations, filings and other formal actions made or taken pursuant to federal, state and foreign laws by Seller to perfect or protect its interest in the Seller IP Rights, including, without limitation, all patents, patent applications, trademarks and service marks, trademark and service mark applications, copyrights and copyright applications; All of the patents and other

registrations reflected in Section 3.10(i) of the Seller Disclosure Schedule are valid and have been properly maintained;

(j) Section 3.10(j) of the Seller Disclosure Schedule sets forth a list of (i) all Seller IP Rights that are not owned by Seller and (ii) all Seller IP Rights Agreements;

(k) To the Knowledge of Seller there is no unauthorized use, infringement or misappropriation of any of Seller's IP Rights by any third party including any employee or former employee of Seller.

Section 3.11 Fees and Expenses. Except for fees owed to Business Capital Exchange, Inc. (which fees shall not be part of the Assumed Liabilities), Seller is not obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by the Transaction Documents.

Section 3.12 Insurance. Section 3.12 of the Seller Disclosure Schedule contains a true and accurate list of all Seller's policies of insurance with respect to the Business and Acquired Assets. All premiums for such insurance have been paid in full. To Seller's knowledge, Seller has not performed, permitted or suffered any act or omission which would cause the insurance coverage provided in said policies to be reduced, canceled, denied or disputed and Seller has not received (and has no knowledge of) any notice or request from any insurance company or Board of Fire Underwriters (or organization exercising functions similar thereto) canceling or threatening to cancel any of said policies or denying or disputing coverage thereunder.

Section 3.13 Condition of Property. All of the Acquired Assets that are tangible personal property are in good condition and repair and are operational and usable in the operations of the Business as currently conducted by Seller, subject to ordinary wear and tear.

Section 3.14 Disclosure. No representation or warranty made by Seller in this Agreement, nor any document, schedule, written information, statement, certificate or exhibit prepared and furnished or to be prepared and furnished by Seller or its representatives pursuant hereto or in connection with the transactions contemplated by the Transaction Documents, when taken together, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements or facts contained herein or therein not misleading in light of the circumstances under which they were furnished.

Section 3.15 Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon Seller that has or could reasonably be expected to have the effect of prohibiting or materially impairing the Business or the conduct of the Business as currently conducted.

Section 3.16 Financial Statements. Seller has previously furnished to Buyers (a) an unsigned draft of Seller's financial statements for the fiscal year ended August 31, 2011, and (b) Seller's unaudited interim balance sheet and income statement for the eight-month period ending April 30, 2012 (the "Financial Statements"). The Financial Statements are prepared from the books and records and accounts of Seller and fairly present the financial condition and results of operations of Seller as of the dates thereof and for the periods referred to therein, and, except for the absence of footnotes and subject to normal year-end accruals as to the interim financial

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement, intending to be legally bound, as of the date first above written.

CORTLAND LINE MANUFACTURING, LLC

By: Randolph B. Brown
Name: Randolph B. Brown
Title: President

CORTLAND LINE SALES, LLC

By: Randolph B. Brown
Name: Randolph B. Brown
Title: President

CORTLAND LINE COMPANY, INC.

By: Brian Ward
Name: Brian Ward
Title: President

CORTLAND LINE COMPANY, INC.

TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>
333	United States	578,912	18-Aug-1953
444	United States	821,080	27-Dec-1966
555	European Community	002522696	03-Jan-2002
GAM-O-FLAGE	United States	559,303	27-May-1952
CASSETTE	United States	1,693,273	09-Jun-1992
CORTLAND	United States	667,069	16-Sept-1958
CORTLAND & Design	United States	1,775,327	08-Jun-1993
CORTLAND LAZBR LINE & Design	United States	1,829,497	05-Apr-1994
CORTLAND PRECISION	United States	3,582,830	03-Mar-2009
DIAMONDGLASS	United States	2,760,419	02-Sept-2003
MICRON	United States	884,525	20-Jan-1970
SL	United States	1,657,500	17-Sep-1991
SPECTRON	United States	1,854,264	13-Sept-1994
SUPERBRAID FIBER TECH PROTECTION (Logo)	United States	3,636,608	09-Jun-2009

PENDING TRADEMARK APPLICATIONS: *NONE*

ISSUED PATENTS: *NONE/EXPIRED*

PENDING PATENT APPLICATIONS: *NONE*

COPYRIGHTS: *NONE*

1799108.1 1/20/2011