

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407584

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entity Type and State Where Organized for the Receiving Party Data previously recorded on Reel 005107 Frame 0919. Assignor(s) hereby confirms the ASSIGNS THE ENTIRE INTEREST.		
RESUBMIT DOCUMENT ID:	900385096		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICRO ENTERPRISES INC.		08/30/2013	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	DOMAILLE ENGINEERING, LLC		
Street Address:	7100 DRESSER DRIVE NE		
City:	ROCHESTER		
State/Country:	MINNESOTA		
Postal Code:	55906-8968		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1666545	OPTISPEC	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	314-480-1500		
Email:	Nicole.Anderson@huschblackwell.com		
Correspondent Name:	Dan Cohn		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	461329.54		
NAME OF SUBMITTER:	Dan Cohn		
SIGNATURE:	/Dan Cohn/		
DATE SIGNED:	12/05/2016		
Total Attachments: 6			

source=Agreement#page1.tif
source=Agreement#page2.tif
source=Agreement#page3.tif
source=Agreement#page4.tif
source=Agreement#page5.tif
source=Agreement#page6.tif

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Micro Enterprises Inc.		08/30/2013
			Entity Type
			CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Domaille Engineering, LLC		
Street Address:	7100 Dresser Drive NE		
City:	Rochester		
State/Country:	MINNESOTA		
Postal Code:	55906-8968		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1666545	OPTISPEC
CORRESPONDENCE DATA			
Fax Number:	6783734746		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	678-373-4747		
Email:	docketing@ipadmsolutions.net		
Correspondent Name:	Balsler & Grell IP Law LLC		
Address Line 1:	4307 Jones Bridge Circle		
Address Line 4:	Norcross, GEORGIA 30092		
ATTORNEY DOCKET NUMBER:	10197-M1		
NAME OF SUBMITTER:	Mathew L. Grell		
Signature:	/Mathew L. Grell/		
Date:	09/03/2013		
Total Attachments: 3 source=Executed TM Assignment#page1.tif source=Executed TM Assignment#page2.tif source=Executed TM Assignment#page3.tif			

OP \$40.00 1666545

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 30th day of August, 2013, by and among Domaille Engineering, LLC, a Missouri limited liability company (the "Buyer") and Micro Enterprises, Inc., a Georgia corporation (the "Seller").

RECITALS

WHEREAS, Glen Porter (the "Shareholder") owns [REDACTED] shares of the common stock, no par value, of Seller, which constitute one hundred percent (100%) of the issued and outstanding shares of capital stock of Seller; and

WHEREAS, Seller desires to sell the assets used in its line of fiber optic production microscopes (the "Product Line") to Buyer and Buyer desires to purchase such assets from Seller;

WHEREAS, Seller is not selling its business as a going concern but only the assets used in the Product Line.

WHEREAS, Buyer and Seller have agreed upon the terms and conditions of such sale and desire to reduce the same to writing.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE OF ASSETS**

Section 1.1 Assets. Subject to the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, free and clear of any mortgages, liens, security interests, pledges and encumbrances, the following Product Line assets but excluding the Excluded Assets (as defined below) (collectively, the "Assets");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) all of the intangible assets of Seller used in the Product Line listed on Schedule 1.1(d), including all trademarks, copyrights, and other intellectual property (the “Intellectual Property Assets”);

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE II
PURCHASE PRICE OF ASSETS**

Section 2.1 Purchase Price. The purchase price paid for the Assets (the “Purchase Price”) shall be [REDACTED] for the Assets excluding the Inventories, and [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

BUYER:

DOMAILLE ENGINEERING, LLC

By: James T. Frazer
Name: James T. Frazer
Title: President

SELLER:

MICRO ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

[Signature Page for Asset Purchase Agreement]

KCP-4337098-6

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

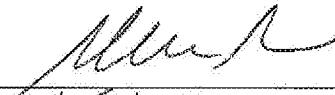
BUYER:

DOMAILLE ENGINEERING, LLC

By: _____
Name: _____
Title: _____

SELLER:

MICRO ENTERPRISES, INC.

By:  _____
Name: GLEN PORTER
Title: PRESIDENT

[Signature Page for Asset Purchase Agreement]

Schedule 1.1(d)

Intellectual Property Assets

1. Service mark for the name OPTISPEC, U.S. Trademark Registration No. 1,666,545, registration date December 3, 1991, with a current renewal period of ten years expiring on September 3, 2021
2. Intellectual property used in the business exclusively for the Fiber Optic Product line including all Solidworks CAD drawings, product drawings (and assembly drawings where available, product drawings for discontinued and obsolete Fiber products, and other copyrightable materials and derivative works related to the Assets