

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hammertek Corporation		06/05/2015	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Flexicon Corporation		
Street Address:	2400 Emrick Boulevard		
City:	Bethlehem		
State/Country:	PENNSYLVANIA		
Postal Code:	18020		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1423597	VORTICE ELL	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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:	215-568-6400		
Email:	trademarks@vklaw.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 S. 17th Street		
Address Line 2:	Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	John J. O'Malley		
SIGNATURE:	/John J. O'Malley/		
DATE SIGNED:	07/06/2017		
Total Attachments: 3			
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OP \$40.00 1423597

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 5th day of June, 2015, by and between FLEXICON CORPORATION, its nominee or assignee, with an address of 2400 Emrick Boulevard, Bethlehem, Pennsylvania 18020 (the "Purchaser"); HAMMERTEK CORPORATION, a Pennsylvania corporation, with an address of 893, Suite D, S. Chiques Road, Manheim, Pennsylvania 17545 (the "Seller"), and LARRY W. HESS, ("Shareholder").

WITNESSETH:

WHEREAS, Seller is engaged in the elbow manufacturing business (the "Business"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets of Seller used by Seller in the operation of the Business (except for real property), upon the terms and conditions set forth below; and

WHEREAS, the Shareholder owns all of the outstanding and issued shares of Stock of the Seller.

NOW, THEREFORE, in consideration of the representations, warranties, promises, and covenants contained herein, incorporating the foregoing recitals as a material part hereof, and intending to be legally bound hereby, the parties agree as follows:

1. Purchase and Sale of Assets.

1.1 Purchase and Sale of Assets. At the time of Closing, as hereinafter specified, Seller agrees to sell, grant, convey, transfer, assign and deliver to Purchaser, free and clear of all liens, security interests, pledges, options, charges, restrictions, claims and encumbrances, and Purchaser agrees to purchase and receive from Seller, all of Seller's right, title and interest in and to the following assets (collectively, the "Assets"):

(a) Equipment. The machinery, equipment and related assets owned by Seller as more fully set forth in *Exhibit "A"* attached hereto and made a part hereof.

(b) Inventory. The inventory owned by Seller set forth in *Exhibit "B"* attached hereto and made a part hereof.

(c) Intellectual Property. The trademarks, website, URLs, domain name, phone numbers and customer lists that are set forth in *Exhibit "C"* attached hereto and made a part hereof (collectively the "Intellectual Property") and which constitute all of the Intellectual Property of Seller.

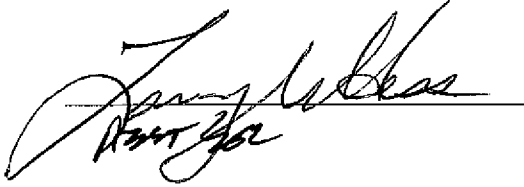
(d) Accounts Receivable. The accounts receivable owned by Seller set forth in *Exhibit "D"* attached hereto and made a part hereof.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

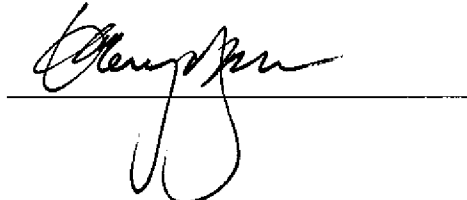
HAMMERTEK CORPORATION

ATTEST:

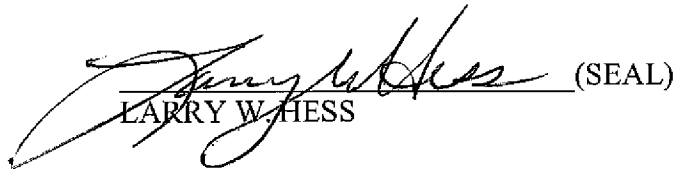


By: 
Print Name: LARRY W. HESS
Title: President

WITNESS:



SHAREHOLDER:

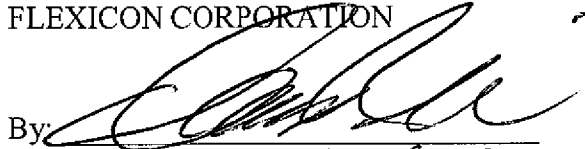
 (SEAL)
LARRY W. HESS

Witness:
ATTEST:



PURCHASER:

FLEXICON CORPORATION

By: 
Print Name: DAVID R GILL
Title: PRESIDENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

HAMMERTEK CORPORATION

ATTEST:

By: _____

Print Name: _____

Title: _____

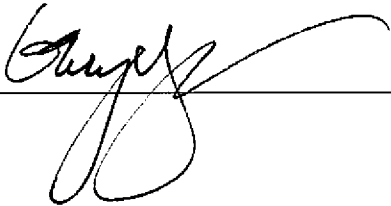
WITNESS:

SHAREHOLDER:

(SEAL)

LARRY W. HESS

WITNESS:



INTERESTED PARTY:

 (SEAL)
LYNDA SADLER HESS

ATTEST:

PURCHASER:

FLEXICON CORPORATION

By: _____

Print Name: _____

Title: _____