

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSET PURCHASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nielsen-Kellerman Co.		12/15/2010	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Nielsen-Kellerman Holdings, Inc.		
Street Address:	21 Creek Circle		
City:	Boothwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19061		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	4940081	AMBIENT WEATHER	
Registration Number:	4940086	AMBIENT WEATHER	
Registration Number:	4940353	AMBIENT WEATHER	
Registration Number:	4940460	AMBIENT WEATHER	
Registration Number:	3947432	BLUE OCEAN	
Registration Number:	3108038	CADENCE	
Registration Number:	3504459	CLEARNAV	
Registration Number:	3607185	CLEARNAVIGATOR	
Registration Number:	2549188	COX BOX	
Registration Number:	4900802	COXBOX	
Registration Number:	3895217	COX BOX MINI	
Registration Number:	2414021	COX-VOX	
Registration Number:	4689473	DROP	
Registration Number:	5075212	EMPOWER WIRELESS OARLOCK	
Registration Number:	2346672	INTERVAL	
Registration Number:	2426744	INTERVAL	
Registration Number:	4505085	KESTREL	
Registration Number:	3060395	KESTREL	
Registration Number:	4689475	KESTREL DROP	

OP \$1190.00 4940081

Property Type	Number	Word Mark
Registration Number:	5416461	KESTREL ELITE
Registration Number:	5021240	KESTREL LINK
Registration Number:	4036238	KESTREL POCKET WEATHER TRACKER
Registration Number:	5416464	KESTREL SPORTSMAN
Registration Number:	2763731	KESTREL TRACKER
Registration Number:	6218614	KESTRELMET
Registration Number:	5067927	LINK
Registration Number:	5038740	LINK
Registration Number:	2429691	
Registration Number:	5440183	
Registration Number:	3722073	NIELSEN KELLERMAN
Registration Number:	2888771	NIELSEN KELLERMAN
Registration Number:	3721754	NK
Registration Number:	2831076	NK
Registration Number:	5484518	NK
Registration Number:	3721940	NK
Registration Number:	2831077	NK
Registration Number:	4232619	NKHOME.COM
Registration Number:	5712721	NK LIVE LINK
Serial Number:	90306390	NK SPORTS
Registration Number:	2909386	POCKET WEATHER
Registration Number:	2966128	POCKET WIND
Registration Number:	2728273	POCKET WIND
Registration Number:	2471487	SPEEDCOACH
Registration Number:	5075211	SPEEDCOACH EMPOWER WIRELESS OARLOCK
Registration Number:	2451024	STROKECOACH
Registration Number:	5580340	TOOLS FOR THE MODERN MARKSMAN
Registration Number:	2459706	WATCHWARE

CORRESPONDENCE DATA

Fax Number: 2157012273

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.

Phone: 2156657273

Email: cmiller@cozen.com

Correspondent Name: Camille M. Miller

Address Line 1: 1650 Market Street

Address Line 2: Suite 2800

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	NIEL-0008US/126246
NAME OF SUBMITTER:	Camille M. Miller
SIGNATURE:	/Camille M. Miller/
DATE SIGNED:	07/21/2021

Total Attachments: 52

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AGREEMENT FOR PURCHASE AND SALE OF ASSETS

OF

NIELSEN-KELLERMAN CO.

EXECUTION COPY

214805561V-8

TRADEMARK
REEL: 007361 FRAME: 0468

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT (this "Agreement"), dated as of the 15th day of December, 2010, is made by and among Nielsen-Kellerman Co., a Pennsylvania corporation (hereinafter "Seller"), Richard Kellerman, Paul Nielsen and Thomas E. Tauber, being the holders of all of the outstanding shares of stock of Seller (hereinafter collectively referred to as the "Stockholders") and Nielsen-Kellerman Holdings, Inc., a Delaware corporation (hereinafter "Holdings").

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale. In consideration of (i) the Purchase Price (hereinafter defined) and (ii) the assumption by Holdings of the Assumed Liabilities (hereinafter defined) of Seller, and subject to the terms and conditions set forth in this Agreement, at the Closing (hereinafter defined): (A) Seller will sell to Holdings and Holdings will purchase from Seller all or substantially all of the assets (personal, tangible and intangible) and business of Seller's weather, environmental and rowing instrumentation business (the "Business"), as the same are more specifically set forth in Section 1.2 hereof (and specifically excluding the Excluded Assets (hereinafter defined) which include, without limitation, the "NK Soaring" business, the Real Property (defined below) and the life insurance policies as described in Exhibit 1.2.4) and (B) Holdings will purchase from the Stockholders and Seller, and the Stockholders and Seller will sell to Holdings, the agreements of the Stockholders and Seller not to compete in accordance with Section 6.4 hereof (the "Noncompetition Agreements").

1.2 Definitions; Purchased Assets.

1.2.1 Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

"Adjusted EBITDA" means net income before provision for interest, taxes, depreciation and amortization, calculated using financial statements prepared in accordance with GAAP using the full accrual basis of accounting and fully adjusting to (i) exclude non-recurring items of revenue or gain and expense or loss and (ii) include any additional costs to operate the Business under the normal course. Those items described in items (i) and (ii) shall be collectively referred to as "EBITDA Adjustments." The parties hereby agree on the EBITDA Adjustments for each fiscal year ending on or before December 31, 2009, and the interim period ending on August 31, 2010, which are described on Exhibit 1.2.1. For purposes of this Agreement, the EBITDA Adjustments for any financial reporting period after August 31, 2010, up through Closing, shall have the same characteristics as those items set forth on Exhibit 1.2.1. For purposes of this Agreement, there shall be no EBITDA Adjustments made for any financial reporting period after the Closing.

"Affiliates" means (i) each stockholder, director, officer and employee of Seller, (ii) the spouses (including former spouses), parents, brothers, sisters, children, cousins, uncles and aunts, by blood, marriage or adoption, of each of the Stockholders (each a "Family Member"), (iii) any

corporation, partnership or other entity in which Seller or any of the Stockholders has any financial interest or is a controlling person, as that term is used in connection with the federal securities laws, (iv) any director, officer or employee of any corporation, partnership or other entity in which Seller or any of the Stockholders has any financial interest or is a controlling person, (v) any corporation, partnership or other entity in which any Family Member of any of the Stockholders has any financial interest or is a controlling person, if such entity has, or in the past had, a contractual relationship with or is transacting, or has in the past transacted, business with Seller, and (vi) any corporation, partnership or other entity in which any director or officer of Seller has any financial interest or is a controlling person, if such entity has, or in the past had, a contractual relationship with or is transacting, or has in the past transacted, business with Seller.

"Assumed Liabilities" means only the following liabilities of Seller as of the Closing Date (hereinafter defined) incurred or arising in a manner consistent with and in compliance with the provisions of Article IV hereof and other relevant provisions of this Agreement: (A) the current portion of: (i) trade accounts payable, (ii) accrued payroll (but excluding, for the avoidance of doubt, any bonus or incentive payments and including, for the avoidance of doubt, accrued paid time off as of November 14, 2010 described on Schedule 2.8(b), plus accrued paid time off accruing in the normal course of business from November 14, 2010 through the Closing Date), (iii) accrued payroll Taxes (hereinafter defined), (iv) accrued sales and use Taxes and (v) accrued operating expenses ("Current Operating Liabilities"), in each case to the extent reflected on the Closing Balance Sheet (defined below) in accordance with GAAP; and (B) payments and obligations due after the Closing under the "Contracts" (defined in Section 2.10 hereof) (to the extent such obligations are not included in other subsections above) except any Contract obligations arising under the Excluded Contracts (hereinafter defined) and except for any obligations resulting from any default under the Contract on the part of Seller or any employee, director, officer or stockholder of Seller prior to the Closing, provided, however, without limiting the generality of the foregoing, the term "Assumed Liabilities" shall not include any Stockholder Debt (hereinafter defined) or any liabilities not associated exclusively with the Business.

"Closing Balance Sheet" means the statement of financial position of Seller's Business as at the Closing Date (hereinafter defined) (immediately prior to the sale of the Purchased Assets (hereinafter defined) to Holdings and assumption by Holdings of the Assumed Liabilities) and reflecting only the Purchased Assets and the Assumed Liabilities and no other assets or liabilities, as prepared by Holdings in accordance with Generally Accepted Accounting Principles (hereinafter defined).

"Closing Financials and Computations" means the Closing Balance Sheet and the calculation by Holdings of NOA (hereinafter defined) and Net Working Capital (hereinafter defined) as at the Closing Date based on the Closing Balance Sheet.

"Excluded Assets" means the assets, properties and rights of Seller or any of the Stockholders owned or used in the conduct of Seller's business which are not included in the Purchased Assets and which are more particularly described in Section 1.2.4 hereof.

"Generally Accepted Accounting Principles" or "GAAP" means such principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board which are applicable in the circumstances as of the date in question, and the requirement that such principles be applied on a "consistent basis" means that accounting principles observed in the current period are comparable in all material respects to those applied in the preceding periods, except as change is permitted or required under or pursuant to such accounting principles.

"Knowledge of Seller" or "Seller's Knowledge" means the actual knowledge of Seller or any of the Stockholders, and the knowledge that such persons or entities would have in conducting the Business in the ordinary course with reasonable diligence, but without any independent inquiry or investigation in response to this Agreement.

"Laws" means, without limitation, all foreign, federal, state and local laws, statutes, rules, regulations, codes, ordinances, plans, orders, judicial decrees, writs, injunctions, notices, decisions or demand letters issued, entered or promulgated pursuant to any foreign, federal, state or local law.

"Net Revenue" means the revenue of the Company for a given period, less returns, discounts, allowances and royalty payments, all as determined in accordance with GAAP.

"Net Working Capital" means the value of Seller's current assets (including Inventory and Receivables), on the Closing Date included in the Purchased Assets (net of any "contra-asset" or reserve items), minus any and all cash and minus the aggregate of Seller's Current Operating Liabilities on the Closing Date which constitute Assumed Liabilities, in each case as determined in accordance with GAAP, as reflected in the Closing Financials and Computations and for clarity sake, with the agreement that the purchase order for capital expenditures of **REDACTED** listed on Exhibit 2.10 shall not constitute a liability on the Closing Date Balance Sheet. For example purposes, a calculation of Net Working Capital as at August 31, 2010, is set forth on Exhibit 1.2.1(a) hereof.

"Net Working Capital Deficiency" means the amount, if any, by which (i) the Minimum Net Working Capital (hereinafter defined) exceeds (ii) the Net Working Capital set forth in the Closing Financials and Computations, as finally determined pursuant to Section 1.2.3(b).

"NOA" means the value of the Purchased Assets as reflected in the Closing Balance Sheet minus the aggregate of the Current Operating Liabilities as reflected in the Closing Balance Sheet, provided, however, only an amount of operating cash up to the Minimum Operating Cash (hereinafter defined) shall be included in the Purchased Assets for purposes of this calculation. For example purposes, a calculation of NOA as at August 31, 2010, is set forth on Exhibit 1.2.1 hereof.

"Operating Cash Deficiency" means the amount, if any, by which (i) the Minimum Operating Cash (hereinafter defined) exceeds (ii) the operating cash set forth in the Closing Financials and Computations, as finally determined pursuant to Section 1.2.3(b).

"Real Property" means that certain one story, 25,000 square foot building commonly located at 21 Creek Circle, Boothwyn, PA 19061.

"Reserve Amount" means REDACTED

"Seller's ESOP" means any and all obligations of Seller arising from Seller's Employee Stock Ownership Plan.

"Stockholder Debt" means any obligation of Seller for borrowed money, capital leases, similar obligations, or debts of any kind owed to any of the Stockholders.

1.2.2 Overview of Purchased Assets. The assets to be purchased are all of Seller's assets, properties and rights (real and personal, tangible and intangible) owned or used in the conduct of the Business at the "Financial Statement Date" (hereinafter defined in Section 2.7) and all of Seller's assets, properties and rights (real and personal, tangible and intangible) acquired in connection with the Business after said date and owned by Seller on the Closing Date except for (i) the Excluded Assets and (ii) those assets which have since been sold, transferred or disposed of in the ordinary and regular course of business (hereinafter collectively referred to as the "Purchased Assets"). The Purchased Assets shall include, without limitation, the following at the Closing Date:

(a) Leasehold Improvements. All of Seller's right, title and interest, in and to the those items that would constitute leasehold improvements had the Real Property been leased by Seller (rather than owned) at all times during Seller's operation of the Business, including those items described in Exhibit 1.2.2(a) hereto.

(b) Equipment. All of Seller's machinery, equipment, furniture, fixtures, telephone numbers (toll-free and others to the extent transferrable) and other personal property and all of Seller's fixed assets related to or used in the Business, including those listed in Exhibit 1.2.2(b).

(c) Deposit Accounts and Cash. All of Seller's deposit or other bank accounts and cash in the aggregate amount of REDACTED (such amount of cash the "Cash").

(d) Accounts Receivable. All of Seller's notes receivable (and security therefor), accounts receivable and all other receivables of any other kind related to or used in the Business ("Receivables"). A schedule thereof as of August 31, 2010 is set forth on Exhibit 1.2.2(d).

(e) Records. All of Seller's books, financial and business records, insurance policies to the extent transferable and any claims and credits thereunder related to or used in the Business.

(f) Inventory. All inventories and other supplies related to or used in the Business on hand or at third party premises or in transit including raw materials, work

in process and finished goods, and including any rights of Seller to warranties received from suppliers (to the extent such warranties are transferable) ("Inventory").

(g) Intellectual Property. All of Seller's right, title and interest in and to all United States and foreign registered, pending and common law, trade names, service marks, trademarks, trade dress, logos, domain names and proprietary designations, including all of the good will of the Business associated therewith, all United States and foreign issued and pending patents, all United States and foreign copyrights and copyrightable material, whether or not registered, rights of publicity, franchises and all technology rights and licenses, including computer software and programs (including all source code and object code), websites (all as set forth in Exhibit 2.19) and all proprietary know-how, trade secrets, inventions, discoveries, developments, research, and formulas, whether or not patentable, and all other proprietary information or property relating to the Business, but not the business of "NK Soaring" and any improvements, updates, enhancements or modifications related to any of the foregoing (hereinafter collectively referred to as "Intellectual Property Assets").

(h) Other Intangibles. All of Seller's right, title and interest in and to franchises, licenses, permits, options and any inventions, developments and ideas related to or used in the Business, but not the business of "NK Soaring".

(i) Contracts; Prepaids; Materials; Etc. Except for the Contracts set forth on Exhibit 1.2.2(j) (the "Excluded Contracts"), all of Seller's rights and privileges arising from its unshipped orders, prepaid expenses, customer contracts, customer lists, outstanding offers, sales records, advertising materials, and all agreements for the sale, purchase or lease of goods or services, and all other contracts, agreements, assets and things of value now beneficially owned or acquired by Seller at or before the Closing Date, whether tangible or intangible, personal, inchoate, partial or complete, fixed or contingent, of every kind and description and wherever situated related to or used in the Business.

1.2.3 Financial Requirements Regarding Purchased Assets; Post Closing Adjustments; Dispute Resolution.

(a) Financial Requirements. Notwithstanding anything in this Agreement to the contrary, at the Closing, with respect to the Purchased Assets: (i) the Net Working Capital delivered to Holdings at Closing shall equal at least **REDACTED** (the "Minimum Net Working Capital"); and (ii) the Cash delivered to Holdings at the Closing shall equal at least **REDACTED** (the "Minimum Operating Cash").

(b) Post-Closing Adjustments. Immediately after the Closing, at no cost to Seller, Holdings will prepare the Closing Financials and Computations. The Closing Financials and Computations will be completed within 120 days after the Closing Date and delivered to Seller and the Stockholders for their review. If Seller or any of the Stockholders has any objections with or otherwise dispute the Closing Financials and Computations within 20 days of the receipt of same, the parties hereto agree that the provisions of Section 12.6 hereof will apply in resolving said dispute.

After the completion of the Closing Financials and Computations, which shall occur within 120 days after the Closing Date, and the review of same by Seller and the Stockholders, and subject to the provisions of Section 12.6 regarding any dispute relating to the Closing Financials and Computations, the following shall occur:

(i) if there is a Net Working Capital Deficiency or an Operating Cash Deficiency, Holdings may retain the Reserve Amount to the extent of the sum of the Operating Cash Deficiency plus the Net Working Capital Deficiency. Holdings shall retain the balance of the Reserve Amount for payment pursuant to subpart (iii) below. To the extent that the sum of the Operating Cash Deficiency plus the Net Working Capital Deficiency exceeds the Reserve Amount, Holdings shall retain the entire Reserve Amount and the excess shall not constitute Damages (hereinafter defined), but shall be immediately due and payable to Holdings by Seller and the Stockholders.

(ii) if the Net Working Capital set forth in the Closing Financials and Computations, as finally determined pursuant to this section, equals or exceeds the Minimum Net Working Capital and the Minimum Operating Cash requirement is satisfied, Holdings shall retain the Reserve Amount for payment pursuant to subpart (iii) below and shall pay to Seller the amount, if any, by which the Net Working Capital set forth in the Closing Financials and Computations, as finally determined pursuant to this section, equals or exceeds the Minimum Net Working Capital, plus the amount, if any, by which the cash set forth in the Closing Financials and Computations, as finally determined pursuant to this section, exceeds the Minimum Operating Cash.

(iii) After retention of any of the Reserve Amount pursuant to Section 1.7 below, Holdings shall immediately pay to Seller the remaining balance of the Reserve Amount, if any.

(c) Pro-rata Adjustments. Consistent with Section 6.5, Seller will provide for all year-end expense adjustments on a pro-rata basis prior to the preparation of the Closing Financials and Computations.

1.2.4 Confirmation of Assets Excluded From Purchased Assets. The parties hereto acknowledge and agree that the Purchase Price (hereinafter defined) has been calculated, and is being paid, based on the agreement and understanding that the Purchased Assets do not include the Excluded Assets. The Excluded Assets are set forth in Exhibit 1.2.4.

1.3 Payment of the Purchase Price for the Purchased Assets. Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of Seller and the Stockholders herein contained, and in consideration of the sale, conveyance, transfer, delivery, execution and assumption of (i) the Purchased Assets and (ii) the Assumed Liabilities, Holdings agrees to pay to Seller an aggregate purchase price (the "Purchase Price") as follows:

(a) On the Closing Date, Holdings shall pay Seller **REDACTED** less the Reserve Amount (the "Cash Consideration") by delivery to Seller of funds by wire transfer to one or more accounts designated by Seller (such accounts shall be designated by Seller no more than three days prior to the Closing).

(b) Following the satisfactory completion (in Holdings' discretion) of Holdings' fiscal year 2011 audit (which shall occur no later than April 1, 2012), Holdings shall deliver to Seller and the Stockholders a statement of the net revenue and EBITDA of the Business for fiscal year 2011 as reflected in the fiscal year 2011 audit, along with a calculation of the DPPP (as defined below) (if any) (such statement and calculation "Holdings' DPPP Statement") and will, upon written request from Seller, provide reasonable supporting data regarding same, including, but not limited to a copy of the fiscal year 2011 audit. If Seller or any of the Stockholders provides written notice to Holdings that Seller or any of the Stockholders has any objection with or otherwise dispute Holdings' DPPP Statement within sixty (60) days of the receipt of same (such notice a "Notice of Objection"), the parties hereto agree that the provisions of Section 12.6 hereof will apply in resolving the dispute. Absent a timely Notice of Objection, Holdings' DPPP Statement shall be deemed final, conclusive and binding. The date of final determination of the DPPP (either through Seller's and Stockholders' written consent to Holdings' DPPP Statement, a failure to timely object by Seller and the Stockholders or through resolution in accordance with Section 12.6) shall be referred to as the "DPPP Final Determination Date". Within five (5) business days of the DPPP Final Determination Date, Holdings will pay to Seller in cash to one or more accounts designated by Seller a deferred purchase price payment of **REDACTED** (any such payment, the "DPPP") if and only if both (i) the Business's Net Revenues for fiscal year 2011 as reflected in such fiscal year 2011 audit equal or exceed the Business's Net Revenues for fiscal year 2010 (the "Revenue Hurdle") and (ii) the Business's EBITDA as reflected in such fiscal year 2011 audit equals or exceeds **REDACTED** (the "EBITDA Hurdle"). In the event that the Business fails to achieve the Revenue Hurdle and/or fails to achieve the EBITDA Hurdle, the DPPP will not be paid and the opportunity to receive such payment will be lost.

(c)

REDACTED

1.4 Assumed Liabilities.

REDACTED

1.5 Liabilities Not Assumed.

REDACTED

(a) REDACTED

(b) REDACTED

(c) REDACTED

(d) REDACTED

(e) REDACTED

(f) REDACTED

(g) REDACTED

(i) REDACTED

(ii) REDACTED

(iii) REDACTED

(h) REDACTED

(i) REDACTED

(j) REDACTED

(k) REDACTED

(l) REDACTED

REDACTED

(m)

REDACTED

(n)

REDACTED

(o)

REDACTED

REDACTED

1.6 Purchase Price Allocation.

REDACTED

1.7 Accounts and Notes Receivable.

REDACTED

REDACTED

1.8 Product Claims and Returns.

REDACTED

1.9 Excluded Contracts.

REDACTED

1.10 Seller's 401(k) Plan.

REDACTED

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE STOCKHOLDERS

REDACTED

2.1 Corporate Organization, etc.

REDACTED

REDACTED

2.2 Capital Stock; Options.

REDACTED

2.3 Subsidiaries and Affiliates.

REDACTED

2.4 Authorization, etc.

REDACTED

2.5 No Violation.

REDACTED

2.6 Governmental Authorities.

REDACTED

2.7 Financial Statements.

REDACTED

2.8 Accounts Payable; No Undisclosed Liabilities, Claims, etc.

(a)

REDACTED

(b)

REDACTED

2.9 Absence of Certain Changes.

REDACTED

REDACTED

2.10 Contracts.

REDACTED

2.11 True and Complete Copies.

REDACTED

2.12 Title and Related Matters.

REDACTED

(a) Real Property.

(i)

REDACTED

REDACTED

(ii) REDACTED

(iii)

REDACTED

(iv)

REDACTED

(b) Personal Property.

REDACTED

(c) Inventories.

REDACTED

(d) No Disposition of Assets.

REDACTED

REDACTED

2.13 Litigation.

REDACTED

2.14 Tax Matters.

REDACTED

(a)

REDACTED

(b)

REDACTED

(c)

REDACTED

(d)

REDACTED

(e)

REDACTED

(f)

REDACTED

(g)

REDACTED

(h)

REDACTED

(i)

REDACTED

(j)

REDACTED

2.15 Government Contracts.

REDACTED

REDACTED

2.16 Compliance with Law.

(a)

REDACTED

(b)

REDACTED

2.17 Absence of Certain Business Practices.

REDACTED

REDACTED

2.18 ERISA and Related Employee Benefit Matters.

(a) Welfare Benefit Plans.

REDACTED

(b) Pension Benefit Plans.

REDACTED

(c) Other Employee Benefit Plans and Agreements.

REDACTED

REDACTED

(d) Compliance with Applicable Law.

REDACTED

(e) Administration of Plans.

REDACTED

(f) Title IV Plans.

REDACTED

(g) Copies of Plans.

REDACTED

REDACTED

(h) Continuation Coverage Requirements for Health Plans.

REDACTED

(i) Valid Obligations.

REDACTED

2.19 Intellectual Property.

(a) Exhibit 2.19 contains a complete and accurate list of the Intellectual Property Assets. Seller is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property Assets (as defined in Section 1.2.2(f)), other than the rights of licensor under any license agreements and distributor under any distribution agreement identified in Exhibit 2.19, and has good and marketable title to the Intellectual Property Assets free and clear of all royalty obligations, security interests, liens and encumbrances. Seller does not unlawfully or wrongfully use or possess any Intellectual Property Assets and did not misappropriate the Intellectual Property Assets from another person or entity.

(b) Seller's use of the Intellectual Property Assets does not conflict with or infringe upon the rights of any third party and no such claim of infringement or violation has been, to Seller's Knowledge, threatened or asserted or is pending against Seller, its end-user customers, licensees or licensors. Furthermore, no product, including final and intermediate products, made, imported, offered for sale, sold or distributed by Seller, or service provided by Seller, violates any license or infringes any intellectual property rights of any third party. Seller has not entered into any agreement, license, release, or order that restricts the right of Seller or Holdings to exploit the Intellectual Property Assets in any way. The execution, delivery and performance of this Agreement by Seller does not and will not violate any security agreement, indenture, order, or other instrument to which Seller is a party or by which it or any of its assets is bound. The Intellectual Property Assets are valid and enforceable. Seller has the exclusive right to use all Intellectual Property Assets used in, or necessary for, the operation of the Business as currently conducted, other than the rights of the licensor under any license agreements identified in Exhibit 2.19. Each Intellectual Property Asset owned or used by Seller in connection with the Business immediately prior to the Closing Date will be owned or available for use by Holdings on identical terms and conditions immediately subsequent to the Closing Date hereunder.

2.20 Warranties. Except as set forth in Exhibit 2.20, there are no claims existing or to Seller's Knowledge threatened under or pursuant to any warranty, whether expressed or implied, on products or services sold by Seller. Exhibit 2.20 includes a copy of the form of all written warranties furnished by Seller to purchasers of any product or service since January 1, 2006 and sets forth the historic cost of warranty work, which was expensed in the year that the work was performed.

2.21 Labor Relations.

REDACTED

2.22 Insurance.

REDACTED

2.23 Product and Service Liability.

REDACTED

(57 year period prior to the Closing Date)

2.24 Environmental.

(a) **REDACTED**

(i) **REDACTED**

REDACTED

(ii) **REDACTED**

REDACTED

(b) **REDACTED**

REDACTED

(c) **REDACTED**

REDACTED

(d)

REDACTED

(e)

REDACTED

(f) No asbestos, polychlorinated biphenyls, lead-based paints, or

REDACTED

(g)

REDACTED

(h)

REDACTED

(i)

REDACTED

(j)

REDACTED

2.25 Capital Expenditures.

REDACTED

2.26 Suppliers.

REDACTED

2.27 Dealings with Affiliates.

REDACTED

2.28 Bank Accounts.

REDACTED

2.29 Compensation.

REDACTED

2.30 Authorizations.

REDACTED

2.31 Customers.

REDACTED

REDACTED

2.32 No Other Agreements to Purchase.

REDACTED

2.33 Sufficiency of Assets.

REDACTED

2.34 Noncompetition Agreements; Restrictive Covenants.

REDACTED

2.35 Disclosure.

REDACTED

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF HOLDINGS

Holdings hereby represents and warrants to Seller, as follows:

3.1 Corporate Organization, etc. Holdings is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authorization, etc. Holdings has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

3.3 No Violation. Holdings is not subject to or obligated under any certificate of incorporation, bylaws, Law, or any agreement or instrument, or any license, franchise or permit, which would be breached or violated by its execution, delivery or performance of this Agreement. Holdings will comply with all Laws in connection with its execution, delivery and performance of this Agreement and the transactions contemplated hereby.

3.4 Governmental Authorities. Holdings is not required to submit any notice, report or other filing with and no consent, approval or authorization is required by any governmental or regulatory authority in connection with Holdings' execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE IV
COVENANTS OF SELLER AND THE STOCKHOLDERS

REDACTED

4.1 Regular Course of Business.

REDACTED

4.2 Amendments.

REDACTED

4.3 Capital Changes.

REDACTED

4.4 Dividends; Bonuses.

REDACTED

4.5 Capital and Other Expenditures.

REDACTED

4.6 Borrowing.

REDACTED

4.7 Other Commitments.

REDACTED

4.8 Interim Financial Information.

REDACTED

4.9 Full Access and Disclosure.

(a)

REDACTED

(b)

REDACTED

4.10 Consents and Approvals.

REDACTED

4.11 Breach of Agreement.

REDACTED

4.12 Further Assurances.

REDACTED

4.13 Fulfillment of Conditions.

REDACTED

REDACTED

4.14 Notice of Untrue Representation or Warranty. [REDACTED]

REDACTED

ARTICLE V
COVENANTS OF HOLDINGS

[REDACTED]
REDACTED

5.1 Confidentiality. [REDACTED]

REDACTED

5.2 Books and Records. [REDACTED]

REDACTED

5.3 Fulfillment of Conditions. [REDACTED]

REDACTED

ARTICLE VI
OTHER AGREEMENTS

[REDACTED]
6.1 Agreement to Defend. [REDACTED]

REDACTED

6.2 Consultants, Brokers and Finders. [REDACTED]

REDACTED

REDACTED

6.3 Assumption Agreement.

REDACTED

6.4 Noncompetition Agreement.

REDACTED

6.5 Apportionment of Taxes.

REDACTED

6.6 Subscription and Stockholder's Agreement.

REDACTED

6.7 Lease Agreement.

REDACTED

6.8 Spousal Indemnification Agreement.

REDACTED

6.9 Dissolution of the Seller's ESOP.

REDACTED

REDACTED

ARTICLE VII
CONDITIONS TO THE OBLIGATIONS OF HOLDINGS

REDACTED

7.1 Representations and Warranties; Performance.

REDACTED

7.2 Consents and Approvals; Payoff Letters.

REDACTED

7.3 Opinion of Counsel to Seller and Stockholders.

REDACTED

7.4 No Adverse Change.

REDACTED

7.5 No Proceeding or Litigation.

REDACTED

7.6 Financial Condition at Closing.

(a)

REDACTED

(b)

REDACTED

(c)

REDACTED

(d)

REDACTED

(e)

REDACTED

(f)

REDACTED

(g)

REDACTED

(h)

REDACTED

(i)

REDACTED

(j)

REDACTED

7.7 Review.

REDACTED

7.8 Other Documents.

REDACTED

7.9 Retention of Key Personnel.

REDACTED

7.10 Other Agreements.

REDACTED

7.11 Withholding Certificate.

REDACTED

ARTICLE VIII

CONDITIONS TO THE OBLIGATIONS OF SELLER AND STOCKHOLDERS

REDACTED

8.1 Representations and Warranties; Performance.

REDACTED

8.2 No Proceeding or Litigation.

REDACTED

8.3 Opinion of Counsel.

REDACTED

8.4 Payment.

REDACTED

REDACTED

REDACTED

ARTICLE IX
CLOSING

9.1 Closing. Unless this Agreement shall have been terminated or abandoned pursuant to the provisions of Article X hereof, a closing (the "Closing") shall be held on December 15, 2010, or on such other date (the "Closing Date") mutually agreed upon at such place or places as Holdings shall designate. Each party has the right at any time to extend the Closing Date for a period of up to sixteen (16) days from the date stated above, by written notice to the other party or parties.

9.2 Deliveries at Closing.

(a) At the Closing, Seller shall transfer and assign to Holdings all of the Purchased Assets and Seller shall deliver to Holdings a Bill of Sale in the form of Exhibit 9.2(a), such assignments, deeds or other conveyances (in forms reasonably satisfactory to counsel for Holdings) and all third party consents as may be appropriate or necessary to effect the transfer to Holdings of the property and rights as contemplated herein. All agreements, certifications and other documents required to be executed and delivered by Seller and the Stockholders hereunder at the Closing shall be duly and validly executed and delivered.

(b) At the Closing, Holdings shall transfer to Seller the Cash Consideration. Additionally, the other agreements, certifications and other documents required to be executed and delivered by Holdings hereunder shall be duly and validly executed and delivered.

(c) At and after the Closing, Seller shall have the right to review and obtain copies of any financial records of Seller, in the possession of Holdings, necessary for the preparation of Seller's tax returns, and Holdings agrees to retain such records for a period of 7 years from the Closing, and Holdings shall have the right to review and obtain copies of the minute book, stock book and stock register of Seller.

(d) From time to time after the Closing, at Holdings' reasonable request and without further consideration from Holdings, Seller shall, and the Stockholders shall cause Seller to, execute and deliver such other instruments of conveyance and transfer and take such other action as Holdings reasonably may require to convey, transfer to and vest in Holdings and to put Holdings in possession of any assets or property to be sold, conveyed, transferred and delivered hereunder.

(e) The assumption of the Assumed Liabilities shall be by Assumption Agreement (as set forth in Exhibit 6.3).

9.3 Legal Actions. If, prior to the Closing Date, any action or proceeding shall have been instituted by any third party before any court or governmental agency to restrain or prohibit this Agreement or the consummation of the transactions contemplated herein, the Closing shall be adjourned at the option of any party hereto for a period of up to one hundred twenty (120) days. If, at the end of such 120-day period, the action or proceeding shall not have been favorably resolved, any party hereto may, by written notice thereof to the other party or parties, terminate its obligation hereunder.

9.4 Specific Performance. The parties agree that if any party hereto is obligated to, but nevertheless does not, consummate this transaction, then any other party, in addition to all other rights or remedies, shall be entitled to the remedy of specific performance mandating that the other party or parties consummate this transaction. In an action for specific performance by any party against any other party, the other party shall not plead adequacy of damages at law.

9.5 Name Change. Upon the Closing, Seller shall change its name to another name different from its present name and do such other things as shall be necessary or desirable to permit Holdings to assume and use the name "Nielsen-Kellerman" and derivations thereof and use all other names utilized by Seller in operating its Business as an ongoing concern.

ARTICLE X TERMINATION AND ABANDONMENT

10.1 Methods of Termination. This Agreement may be terminated and the transactions herein contemplated may be abandoned at any time prior to Closing (notwithstanding approval by the Board of Directors of Holdings):

- (a) by mutual consent of Holdings and Seller; or
- (b) by either Seller or Holdings upon written notice if (i) such party is not in breach hereunder and the other party is in breach hereunder, and (ii) this Agreement is not consummated on or before the Closing Date, including mutually agreeable extensions.

10.2 Procedure Upon Termination. In the event of termination and abandonment pursuant to Section 10.1 hereof, this Agreement shall terminate and shall be abandoned, without further action by any of the parties hereto. If this Agreement is terminated as provided herein:

- (a) each party will upon request redeliver all documents and other materials of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same;

(b) no party hereto shall have any liability or further obligation to any other party to this Agreement; and

(c) each party shall bear its own expenses.

ARTICLE XI
INDEMNIFICATION

11.1 Indemnification by Seller and Stockholders.

REDACTED

11.2 Indemnification by Holdings.

REDACTED

11.3 Limitations.

(a)

REDACTED

(b)

REDACTED

(c)

REDACTED

11.4 Notice of Damages.

REDACTED

11.5 Offset for Damages.

REDACTED

11.6 Tender of Defense for Damages.

REDACTED

REDACTED

11.7 Survival of Warranties.

REDACTED

11.8 Interaction with Section 6.5.

REDACTED

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented only by written agreement of Seller, the Stockholders and Holdings.

12.2 Waiver of Compliance; Consents. Any failure of Seller or the Stockholders on the one hand, or Holdings on the other hand, to comply with any obligation, covenant, agreement or condition herein may be waived in writing by Holdings or by Seller and the Stockholders, respectively, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 12.2.

12.3 Expenses. Each party will pay its own legal, accounting and other expenses incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein.

12.4 Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid, (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (iv) telecopied or emailed, with receipt confirmed, addressed as follows:

(a) If to Seller or the Stockholders:

REDACTED

in each case with a copy to:

REDACTED

(b) If to Holdings to:

REDACTED

and

REDACTED

in each case with a copy to:

REDACTED

or such other persons or addresses as shall be furnished in writing by any party to the other party. A Notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) five (5) days after the date when deposited with the United States mail properly addressed, (iii) when receipt of a Notice sent by an overnight delivery service is confirmed by such overnight delivery service, or (iv) when receipt of the telecopy or email is confirmed, as the case may be, unless the sending party has actual knowledge that a Notice was not received by the intended recipient.

12.5 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Seller or the Stockholders without the prior written consent of Holdings. Seller and the Stockholders specifically consent to the assignment by Holdings of Holdings' rights under this Agreement to any lender of Holdings or any affiliate of Holdings, if such affiliate assignee specifically assumes all obligations of Holdings under this Agreement.

12.6 Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the Commonwealth of Pennsylvania) as to all matters including, but not limited to, matters of validity, construction, effect, performance and remedies.

(b) Any dispute between any of the parties hereto or any claim by a party against another party arising out of or relating to this Agreement or relating to any alleged breach thereof including, without limitation, the calculation of the Closing Financials and Computations and the payment of the DPPP or Release Amount, shall be

determined by arbitration in accordance with the rules then in force of the American Arbitration Association. The arbitration proceedings shall take place in Philadelphia, Pennsylvania or such other location as the parties in dispute may agree upon. The arbitration proceedings shall be subject to the substantive laws of the Commonwealth of Pennsylvania. There shall be one arbitrator, as shall be agreed upon by the parties in dispute, who shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement and of the dispute. In the absence of such an agreement, each party in dispute shall select one arbitrator and the arbitrators so selected shall select a third arbitrator. In the event the arbitrators cannot agree upon the selection of a third arbitrator, such third arbitrator shall be appointed by the American Arbitration Association at the request of any of the parties in dispute. The arbitrator shall be an individual skilled in the legal and the business aspects of the subject matter of this Agreement and of the dispute. The decision rendered by the arbitrator shall be accompanied by a written opinion in support thereof. Such decision shall be final and binding upon the parties in dispute without right of appeal. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. Costs of the arbitration shall be assessed by the arbitrator against all or any of the parties in dispute and shall be paid promptly by the party or parties so assessed.

12.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.8 Neutral Interpretation. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

12.9 Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.10 Entire Agreement. This Agreement, which term as used throughout includes the Exhibits hereto, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

12.11 Survival. The agreements and covenants of the parties in Articles I (including, specifically, Holdings' obligations, if any, to pay the DPPP and Reserve Amount), V, VI, XI and XII of this Agreement shall survive the Closing.

[SIGNATURE PAGE FOLLOWS]

HOLDINGS:

NIELSEN-KELLERMAN HOLDINGS, INC.

By: _____
Name: James A. Gordon
Title: Vice President

By: _____
Name: Todd M. Hamilton
Title: Vice President

SELLER:

NIELSEN-KELLERMAN CO.

By: _____
Name: Richard Kellerman
Title: President

By: _____
Name: Paul Nielsen
Title: Vice President

STOCKHOLDERS:

Richard Kellerman

Paul Nielsen

Thomas E. Tauber

HOLDINGS:

NIELSEN-KELLERMAN HOLDINGS, INC.

By: _____
Name: James A. Gordon
Title: Vice President

By: _____
Name: Todd M. Hamilton
Title: Vice President

SELLER:

NIELSEN-KELLERMAN CO.

By: _____
Name: Richard Kellerman
Title: President

By: _____
Name: Paul Nielsen
Title: Vice President

STOCKHOLDERS:

Richard Kellerman

Paul Nielsen

Thomas E. Tauber

HOLDINGS:


NIELSEN-KELLERMAN HOLDINGS, INC.

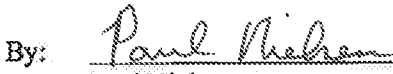
By: _____
Name: James A. Gordon
Title: Vice President

By: _____
Name: Todd M. Hamilton
Title: Vice President

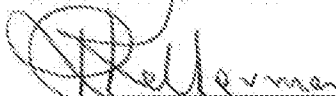
SELLER:


NIELSEN-KELLERMAN CO.

By:  _____
Name: Richard Kellerman
Title: President

By:  _____
Name: Paul Nielsen
Title: Vice President

STOCKHOLDERS:

 _____
Richard Kellerman

 _____
Paul Nielsen

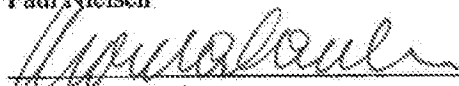
 _____
Thomas E. Tauber

Exhibit 2.19

Intellectual Property Assets

A schedule reflecting Seller's current Patents and Trademarks is attached as Exhibit 2.19. All required filings to update ownership discrepancies therein have been filed and Seller will obtain confirmation thereof by December 31, 2010.

License Agreements

The following contracts and agreements are all attached to Exhibit 2.10(a) and incorporated herein:

REDACTED

The following agreement is attached to Exhibit 2.3 and incorporated herein:

REDACTED

680715.1/44341

IP Schedule for Nielsen-Kellerman

TRADEMARKS Amended

Owner	TRADEMARK	COUNTRY	STATUS	APP NO	APP DATE	REG NO	REG DATE
Nielsen-Kellerman Co	Miscellaneous Design (Bird and Stars)	Australia	Registered	1921217	20-Apr-2018	1921217	20-Nov-2018
Nielsen-Kellerman Co.	COX BOX MINI	Canada	Registered	1461601	04-Dec-2009	TMA839525	08-Jan-2013
Nielsen-Kellerman Co.	COX-BOX	Canada	Registered	1200184	22-Dec-2003	623165	21-Oct-2004
Nielsen-Kellerman Co.	NIELSEN KELLERMAN	Canada	Registered	1200181	22-Dec-2003	646789	26-Aug-2005
Nielsen-Kellerman Co.	SPEEDCOACH	Canada	Registered	1200183	22-Dec-2003	623954	29-Oct-2004
Nielsen-Kellerman Co.	STROKECOACH	Canada	Registered	1200182	22-Dec-2003	623344	25-Oct-2004
Nielsen-Kellerman Co.	COX BOX MINI	EU	Registered	8736498	04-Dec-2009	8736498	20-Jul-2010
Nielsen-Kellerman Co.	COX-BOX	EU	Registered	3574506	09-Dec-2003	3574506	24-Mar-2006
Nielsen-Kellerman Co.	KESTREL	EU	Registered	1632256	28-Apr-2000	1632256	22-May-2001
Nielsen-Kellerman Co.	NIELSEN-KELLERMAN	EU	Registered	3574531	09-Dec-2003	3574531	18-Mar-2005
Nielsen-Kellerman Co.	NK	EU	Registered	1636430	02-May-2000	1636430	30-Apr-2001
Nielsen-Kellerman Co.	NK LIVE LINK	EU	Registered	017953078	08-Sep-2018	017953078	06-Feb-2019
Nielsen-Kellerman Co.	SPEEDCOACH	EU	Registered	3574522	09-Dec-2003	3574522	15-Mar-2005
Nielsen-Kellerman Co.	KESTREL	UK	Registered	2294567	06-Mar-2002	2294567	02-Aug-2002
Nielsen-Kellerman Co.	NK LIVE LINK	EU	Registered	017953078	08-Sep-2018	017953078	06-Feb-2019
Nielsen-Kellerman Co.	AMBIENT WEATHER	USA	Registered	86692514	14-Jul-2015	4940081	19-Apr-2016
Nielsen-Kellerman Co.	AMBIENT WEATHER & Design	USA	Registered	86692625	14-Jul-2015	4940086	19-Apr-2016
Nielsen-Kellerman Co.	AMBIENT WEATHER	USA	Registered	86695699	16-Jul-2015	4940353	19-Apr-2016
Nielsen-Kellerman Co.	AMBIENT WEATHER & Color Design	USA	Registered	86696819	17-Jul-2015	4940460	19-Apr-2016
Nielsen-Kellerman Co.	BLUE OCEAN	USA	Registered	85107983	16-Aug-2010	3947432	11-Apr-2011
Nielsen-Kellerman Co.	CADENCE	USA	Registered	78506116	26-Oct-2004	3108038	20-Jun-2006
Nielsen-Kellerman Co.	CLEARNAV	USA	Registered	77391009	07-Feb-2008	3504459	23-Sep-2008
Nielsen-Kellerman Co.	CLEARNAVIGATOR	USA	Registered	77391022	07-Feb-2008	3607185	14-Apr-2009
Nielsen-Kellerman Co.	COX BOX	USA	Registered	76053298	22-May-2000	2549188	19-Mar-2002
Nielsen-Kellerman Co.	COX BOX	USA	Registered	86640779	26-May-2015	4900802	16-Feb-2016

Nielsen-Kelleman Co.	COX BOX MINI	USA	Registered	77884711	02-Dec-2009	3895217	21-Dec-2010
Nielsen-Kelleman Co.	COX-VOX	USA	Registered	75881525	28-Dec-1999	2414021	19-Dec-2000
Nielsen-Kelleman Co.	DROP	USA	Registered	86061568	11-Sep-2013	4689473	17-Feb-2015
Nielsen-Kelleman Co.	EMPOWER WIRELESS OARLOCK	USA	Registered	86935774	10-Mar-2016	5075212	01-11-2016
Nielsen-Kelleman Co.	INTERVAL	USA	Registered	75570343	27-Oct-1999	2346672	02-May-2000
Nielsen-Kelleman Co.	INTERVAL	USA	Registered	75881531	28-Dec-1999	2426744	06-Feb-2001
Nielsen-Kelleman Co.	KESTREL	USA	Registered	86041641	19-Aug-2013	4505085	01-Apr-2014
Nielsen-Kelleman Co.	KESTREL	USA	Registered	78580831	04-Mar-2005	3060395	21-Feb-2006
Nielsen-Kelleman Co.	KESTREL DROP	USA	Registered	86061597	11-Sep-2013	4689475	17-Feb-2015
Nielsen-Kelleman Co.	KESTREL ELITE	USA	Registered	87536496	20-Jul-2017	5416461	06-Mar-2018
Nielsen-Kelleman Co.	KESTREL LINK	USA	Registered	86849814	15-Dec-2015	5021240	16-Aug-2016
Nielsen-Kelleman Co.	KESTREL POCKET WEATHER TRACKER	USA	Registered	85146408	06-Oct-2010	4036238	04-Oct-2011
Nielsen-Kelleman Co.	KESTREL SPORTSMAN	USA	Registered	87536520	20-Jul-2017	5416464	06-Mar-2018
Nielsen-Kelleman Co.	KESTREL TRACKER	USA	Registered	76421535	14-Jun-2002	2763731	16-Sep-2003
Nielsen-Kelleman Co.	KESTRELMET	USA	Registered	88876124	17-Apr-2020	6218614	08-Dec-2020
Nielsen-Kelleman Co.	LINK (STYLIZED)	USA	Registered	86944419	17-Mar-2016	5067927	25-Oct-2016
Nielsen-Kelleman Co.	LINK & DESIGN	USA	Registered	86397516	17-Sep-2014	5038740	13-Sep-2016
Nielsen-Kelleman Co.	MISCELLANEOUS DESIGN	USA	Registered	75881545	28-Dec-1999	2429691	20-Feb-2001
Nielsen-Kelleman Co.	MISCELLANEOUS DESIGN	USA	Registered	87614394	19-Sep-2017	5440183	03-Apr-2018
Nielsen-Kelleman Co.	NIELSEN KELLERMAN	USA	Registered	77736654	14-May-2009	3722073	08-Dec-2009
Nielsen-Kelleman Co.	NIELSEN KELLERMAN	USA	Registered	76557341	06-Nov-2003	2888771	28-Sep-2004
Nielsen-Kelleman Co.	NK	USA	Registered	77732856	08-May-2009	3721754	08-Dec-2009
Nielsen-Kelleman Co.	NK	USA	Registered	75881546	28-Dec-1999	2831076	13-Apr-2004
Nielsen-Kelleman Co.	NK	USA	Registered	87608978	14-Sep-2017	5484518	05-Jun-2018
Nielsen-Kelleman Co.	NK (STYLIZED)	USA	Registered	77735166	12-May-2009	3721940	08-Dec-2009
Nielsen-Kelleman Co.	NK (STYLIZED)	USA	Registered	75881547	28-Dec-1999	2831077	13-Apr-2004
Nielsen-Kelleman Co.	NKHOME.COM	USA	Registered	85445673	12-10-2011	4232619	30-Oct-2012
Nielsen-Kelleman Co.	NK LIVE LINK	USA	Registered	87948741	05-Jun-2018	5712721	02-Apr-2019
Nielsen-Kelleman Co.	NK SPORTS	USA	Pending	90306390	09-Nov-2020		
Nielsen-Kelleman Co.	POCKET WEATHER	USA	Registered	76053256	22-May-2000	2909386	14-Dec-2004
Nielsen-Kelleman Co.	POCKET WIND	USA	Registered	76595853	07-Jun-2004	2966128	12-Jul-2005
Nielsen-Kelleman Co.	POCKET WIND	USA	Registered	76053295	22-May-2000	2728273	17-Jun-2003
Nielsen-Kelleman Co.	SPEEDCOACH	USA	Registered	76053296	22-May-2000	2471487	24-Jul-2001

Nielsen-Kellerman Co.	SPEEDCOACH EMPOWER WIRELESS OARLOCK	USA	Registered	86933810	09-Mar-2016	5075211	01-Nov-2016
Nielsen-Kellerman Co.	STROKECOACH	USA	Registered	76053250	22-May-2000	2451024	15-May-2001
Nielsen-Kellerman Co.	TOOLS FOR THE MODERN MARKSMAN	USA	Registered	87822571	06-Mar-2018	5580340	09-Oct-2018
Nielsen-Kellerman Co.	WATCHWARE	USA	Registered	76053082	22-May-2000	2459706	12-Jun-2001
Nielsen-Kellerman Co.	COXBOX	WIPO	Registered	A0051012	12-Jun-2015	1259341	12-Jun-2015
Nielsen-Kellerman Co.	KESTRELMET	WIPO	Registered	A0096061	21-Apr-2020	1536648	21-Apr-2020
Nielsen-Kellerman Co.	STROKECOACH	WIPO	Registered	A0090341	05-Oct-2019	1498976	05-Oct-2019
Nielsen-Kellerman Co.	POP	WIPO	Registered	A0043997	23-Jul-2014	1229907	23-Jul-2014
Nielsen-Kellerman Co.	MISCELLANEOUS DESIGN (Kestrel Bird Logo)	WIPO	Registered	A0068185	30-Jun-2017	1363781	30-Jun-2017
Nielsen-Kellerman Co.	DROP	WIPO	Registered	A0039819	15-Dec-2013	1198690	15-Dec-2013
Nielsen-Kellerman Co.	KESTREL	WIPO	Registered	A0080580	02-Nov-2018	1444701	02-Nov-2018
Nielsen-Kellerman Co.	EMPOWER WIRELESS OARLOCK	WIPO	Registered	A0059572	14-Jun-2016	1308473	14-Jun-2016
Nielsen-Kellerman Co.	NK SPORTS	WIPO	Registered	A0102223	14-Nov-2020	1570568	14-Nov-2020
Nielsen-Kellerman Co.	MAGNETOSPEED	WIPO	Registered	A0105290	10-Feb-2021	1595779	10-Feb-2021
Nielsen-Kellerman Co.	M MAGNETOSPEED & Design	WIPO	Registered	A0105524	17-Feb-2021	1587167	17-Feb-2021

IP Schedule for Nielsen-Kellerman

PATENTS

OWNER	TITLE	COUNTRY	STATUS	APP NO	APP DATE	REG NO	REG DATE	EXPIRATION DATE
Nielsen-Kellerman	CADENCE WATCH	USA	Granted	29/258623	24-Apr-2006	D54/679	31-Jul-2007	31-Jul-2021
	Megaphone Design Patent	USA	Awaiting client feedback					
Nielsen-Kellerman, Inc.	METHOD AND APPARATUS FOR MEASURING RELATIVE HUMIDITY OF A MIXTURE	PCT	Published	PCT/US05/06331	28-Feb-2005			
Nielsen-Kellerman, Inc.	METHOD AND APPARATUS FOR MEASURING RELATIVE HUMIDITY OF A MIXTURE	USA	Granted	321323	27-Feb-2004	7059170	13-Jun-2006	27-Feb-2024
Nielsen-Kellerman, Inc.	METHOD AND APPARATUS FOR MEASURING RELATIVE HUMIDITY OF A MIXTURE	USA	Granted	11/449509	07-Jun-2006	7249493	31-Jul-2007	27-Feb-2024
Inventors (not assigned)	VANE ANEMOMETER	USA	Issued	29/139501	30-Mar-2001	D461421	13-Aug-2002	13-Aug-2018
Nielsen-Kellerman Company	VANE ANEMOMETER HAVING A MODULAR IMPELLER ASSEMBLY	USA	Issued	08/837376	17-Apr-1997	5783753	21-Jul-1998	17-Apr-2017
Nielsen-Kellerman	VANE ANEMOMETER HAVING A MODULAR IMPELLER ASSEMBLY	USA	Issued	09/102888	23-Jun-1998	5939645	17-Aug-1999	17-Apr-2017
Nielsen-Kellerman Co.	VANE ANEMOMETER WITH THERMALLY ISOLATED SENSORS	USA	issued	09/321460	27-May-1999	6257074	10-Jul-2001	17-Apr-2017

IP Schedule for Nielsen-Kellerman

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OWNER	TITLE	COUNTRY	STATUS	REG NO	REG DATE
Nielsen-Kellerman, Company, Inc	ANEMOMETER DESIGNS (2003)	USA	Registered	VA 1-331-342	27-May-2005
Nielsen-Kellerman Company, Inc.	ANEMOMETER DESIGNS 1000 (2-DIMENSIONAL)	USA	Registered	VA 1-053-870	15-Jun-2002
Nielsen-Kellerman Company, Inc.	ANEMOMETER DESIGNS 4000 (2-DIMENSIONAL)	USA	Registered	VAU 549-268	17-Jun-2002
Nielsen-Kellerman, Inc.	Bootup / Paul Nielsen	USA	Registered	TXU45141	19-Feb-1980
Nielsen-Kellerman Company, Inc.	COMPUTER CODE FOR KESTRELS	USA	Registered	TXU1-174-111	02-Apr-2004
Nielsen-Kellerman Company, Inc.	CONCEPT 2 PERFORMANCE MONITOR CODE STRUCTURE	USA	Registered	TXU653-070	04-Oct-1994
	Megaphone (Drawings)	USA	Pending		
Nielsen-Kellerman Company, Inc.	Nielsen Kellerman interval timing systems.	USA	Registered	TX5792966	03-Mar-2003
Nielsen-Kellerman Company	Nielsen Kellerman Website (May 2009)	USA	Registered	TX7098169	22-May-2009
Nielsen-Kellerman Company, Inc.	REGISTRATION OF PERFORMANCE MONITOR SOFTWARE	USA	Registered	TXU653-077	04-Oct-1994
	3D Sculpture Megaphone	USA	Pending		

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