

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835330

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	PURCHASE SALE AGREEMENT		
RESUBMIT DOCUMENT ID:	900794062		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HUNTINGTON NATIONAL BANK		01/10/2020	National Banking Association: OHIO
RECEIVING PARTY DATA			
Name:	NUMALLIANCE S.A.S.		
Street Address:	PARC D'ACTIVITIES BP211		
City:	Saint-Michel-sur-Meurthe		
State/Country:	FRANCE		
Postal Code:	F-88470		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4382397	ADDISONMCKEE	
CORRESPONDENCE DATA			
Fax Number:	7037060882		
<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:	7039201122		
Email:	trademarks@iplawsolutions.com		
Correspondent Name:	Stewart Gitler		
Address Line 1:	1451 Dolley Madison Blvd.		
Address Line 2:	Suite 210		
Address Line 4:	McLean, VIRGINIA 22101		
ATTORNEY DOCKET NUMBER:	WFG-7236		
DOMESTIC REPRESENTATIVE			
Name:	Stewart Gitler		
Address Line 1:	1451 Dolley Madison Blvd.		
Address Line 2:	Suite 210		
Address Line 4:	McLean, VIRGINIA 22101		
NAME OF SUBMITTER:	Stewart L Gitler		

SIGNATURE:	/Stewart L Gitler/
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DATE SIGNED:	08/29/2023
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Total Attachments: 100

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SIGNING BOOK

SECURED PARTY SALE AGREEMENT, AS AMENDED

by and between

THE HUNTINGTON NATIONAL BANK

and

NUMALLIANCE S.A.S.

to acquire

ADDITION MANUFACTURING TECHNOLOGIES

Dated: January 10, 2020 (as amended on January 15, 2020)





CLOSING BOOK INDEX

<u>TAB</u>	<u>DOCUMENT</u>
1	Secured Party Sale Agreement, dated as of January 10, 2020, by and between The Huntington National Bank and Numalliance S.A.S.
2	First Amendment to Secured Party Sale Agreement, dated as of January 15, 2020, by and between The Huntington National Bank and Numalliance S.A.S.
3	Purchase and Sale Agreement, dated as of January 16, 2020, by and between The Huntington National Bank and Addition by Numalliance, Inc.
4	Bill of Sale, dated as of January 16, 2020, by and between The Huntington National Bank and Addition by Numalliance, Inc.
5	Intellectual Property Assignment Agreement, dated as of January 16, 2020, by and between The Huntington National Bank and Addition by Numalliance, Inc.
6	Transition Agreement, dated as of January 16, 2020, by and between Addition by Numalliance, Inc. and AMT Holding LLC, Addition Manufacturing Technologies LLC, and Addition Manufacturing Technologies CA Inc.
7	Side Letter Agreement to document the terms of agreement among AMT Holding LLC, Addition Manufacturing Technologies LLC, Addition Manufacturing Technologies CA Inc. and Nicolas Durand with respect to the purchase of the equity interests in AMT Mexico.
8	Reimbursement for Collection Costs Letter to document the terms of the agreement with The Huntington National Bank regarding Numalliance S.A.S.'s and Addition by Numalliance, Inc.'s agreement to provide accounts receivable collection support to The Huntington National Bank.

SECURED PARTY SALE AGREEMENT

THIS SECURED PARTY SALE AGREEMENT (this "Agreement"), dated as of January 10, 2020, is made by and between The Huntington National Bank, a national banking association, as successor by merger to FirstMerit Bank, N.A., a national banking association ("Secured Party"), and Numalliance S.A.S., a French limited company, or its wholly owned assignee ("Buyer"). Capitalized terms used in this Agreement are defined or cross-referenced on Schedule 1 attached hereto.

RECITALS

A. Buyer desires to purchase the Acquired Assets from Secured Party, and Secured Party desires to sell to Buyer the Acquired Assets, all in the manner, and subject to the terms and conditions set forth in this Agreement.

B. This sale by Secured Party to Buyer is being conducted by a private sale pursuant to Article 9 of the Uniform Commercial Code, as adopted in the State of Ohio (the "UCC").

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Buyer hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS

1.1 **Transfer of Acquired Assets** At the Closing, and upon the terms and conditions herein set forth, Secured Party shall sell to Buyer, and Buyer shall purchase from Secured Party, all right, title and interest of Secured Party in, to and under the assets set forth on Schedule 1.1 (the "Acquired Assets"), subject to any Permitted Liens.

1.2 **Excluded Assets** Nothing herein contained shall be deemed to sell, transfer, assign or convey any assets of the Companies other than the Acquired Assets (the "Excluded Assets"). The Excluded Assets include, without limitation, those assets set forth on Schedule 1.2.

1.3 **Excluded Liabilities** Except as expressly set forth on Schedule 1.1 to this Agreement, Buyer shall not assume, incur, guarantee or otherwise be obligated or have any responsibility with respect to any liabilities, undertakings, commitments, duties, contracts, agreements, obligations, taxes, assessments, accounts payable, commitments, costs, expenses, debts or penalties of any kind whatsoever of Secured Party or the Companies (the "Liabilities").

ARTICLE II

CONSIDERATION

2.1 **Consideration.** The aggregate purchase price (the "Purchase Price") for the Acquired Assets shall be an amount equal to US \$1,400,000.00, as allocated as set forth on Schedule 2.1, which shall be paid by Buyer to Secured Party at Closing.

2.2 **Non-Refundable Exclusivity Payment.** On the date hereof, Buyer shall pay Secured Party a non-refundable payment of One Hundred Thousand Dollars (\$100,000.00) (the

“Exclusivity Payment”). Upon receipt of the Exclusivity Payment, Secured Party agrees that Buyer shall have the exclusive right to purchase the Acquired Assets until this Agreement is terminated in accordance with its terms.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SECURED PARTY

In order to induce the Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement (the “Secured Party Sale”), Secured Party hereby represents and warrants to the Buyer that the statements contained in this Article III are true, correct, and complete and shall be true, correct and complete as of the Closing.

3.1 **Organization and Authority of Secured Party** Secured Party is a corporate entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has full corporate power and authority (a) to hold and enforce the Loan Documents, (b) to execute and deliver this Agreement and the other Sale Documents, (c) to cause the Companies’ interests in the Acquired Assets to be transferred to the Buyer pursuant to the Sale Documents and the UCC, and (d) to take any and all other actions necessary or appropriate to close the Secured Party Sale. The execution and delivery of each of the Sale Documents have been duly authorized by all necessary corporate action on the part of Secured Party.

3.2 **Enforceability** The Sale Documents have been duly executed and delivered by Secured Party and are the valid and legally binding obligations of Secured Party enforceable against Secured Party in accordance with their respective terms.

3.3 **Security Interest** Secured Party is the holder of all security interests granted to Secured Party by the Companies under which the sale contemplated by this Agreement is being made, and Secured Party has not assigned any of its security interests in the Acquired Assets to any other person or entity. The security interests held by Secured Party in the Acquired Assets are good, valid, properly granted and enforceable. Secured Party is the Lender under the Credit Agreement. The Credit Agreement has not been amended or modified except as set forth in the defined term “Loan Documents” on Schedule 1 to this Agreement.

3.4 **Litigation Proceedings and Applicable Law** There are no actions, suits, proceedings, judgments or orders, pending or (to the Secured Party’s Knowledge) threatened against Secured Party or otherwise affecting the consummation of the Secured Party Sale at law, in equity, or before or by any Government or any arbitrator, other than an Administration proceeding in the United Kingdom related to Addition Manufacturing Technologies U.K. Limited.

3.5 **Broker’s or Finder’s Fee** Secured Party has not engaged any broker, agent or other intermediary in connection with this Agreement or the Secured Party Sale.

3.6 **Compliance** Secured Party has been, and will be as of the Closing, in compliance with the requirements of a private sale under Sections 9-611 and 9-612 of the UCC.

3.7 **All of the Assets Secured Party Received.** The Acquired Assets constitute all of the property that Secured Party was entitled to obtain and has obtained from the Companies in connection with that certain Agreement Regarding Voluntary Surrender of Collateral and Consent to Sale, executed by Borrowers in favor of Secured Party contemporaneously with this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 **Incorporation/Organization and Authority of Buyer** Buyer is a French limited company and its wholly-owned assignee is a Delaware corporation, and each is duly organized, validly existing, and in good standing under the laws of its jurisdiction, and has full power and authority to execute and deliver this Agreement and the Sale Documents executed on its behalf, to close the Secured Party Sale and to purchase the Acquired Assets. The execution and delivery of each of the Sale Documents to be executed and delivered by Buyer has been duly authorized by all necessary corporate action on the part of Buyer.

4.2 **Enforceability** The Sale Documents to be executed and delivered by Buyer have been duly executed and delivered by Buyer and are the valid and legally binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

4.3 **Litigation Proceedings and Applicable Law** To Buyer's Knowledge, there are no actions, suits, proceedings, judgments or orders, pending or threatened against Buyer or otherwise affecting the consummation of the Secured Party Sale at law, in equity, or before or by any Government or any arbitrator, other than as previously disclosed in Section 3.4 of this Agreement.

4.4 **Broker's or Finder's Fee** Buyer has not engaged any broker, agent or other intermediary in connection with this Agreement or the Secured Party Sale.

ARTICLE V
CLOSING AND CONDITIONS PRECEDENT TO CLOSING

5.1 **Closing** The consummation of the transactions contemplated by this Agreement (the "Closing") shall occur after the satisfaction or waiver of the conditions precedent set forth in Sections 5.2 and 5.3 on or before January 14, 2020, unless otherwise extended in accordance with the terms of Section 8.1(b) of this Agreement (the "Closing Date").

5.2 **Conditions Precedent to Performance by Secured Party**. The obligation of Secured Party to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which may be waived by Secured Party in its absolute discretion:

(a) **Bill of Sale**. Buyer shall have delivered to Secured Party the Bill of Sale attached hereto as Schedule 5.2(a) (the "Bill of Sale"), duly executed by Buyer.

(b) **Performance of the Obligations of Buyer**. Buyer shall have performed and complied with all covenants, agreements, obligations and conditions required under this Agreement to be performed by Buyer on or before the Closing Date, and the representations and warranties made by Buyer in this Agreement shall be true and correct when made and shall be repeated as true and correct in all material respects at and as of the time of the Closing.

(c) **No Litigation**. There shall not be pending or threatened in writing any suit, action or proceeding by any Government or Person challenging or seeking to restrain, prohibit, alter or materially delay the consummation of any of the transactions contemplated by this Agreement.

(d) No Insolvency Proceedings. No bankruptcy, receivership, or other insolvency-related proceeding shall have been commenced by or against the Companies or with respect to any of the Acquired Assets.

(e) Purchase of Leased Equipment. Buyer shall have delivered to Secured Party the Purchase and Sale Agreement attached hereto as Schedule 5.2(e) (the "Equipment PSA"), duly executed by Buyer, and Buyer shall have paid Secured Party the \$US \$825,000.00 purchase price due under the Equipment PSA..

5.3 Conditions Precedent to Performance by Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which may be waived by Buyer in its absolute discretion:

(a) Bill of Sale and Assignment of IP. Secured Party shall have delivered to Buyer the Bill of Sale, and the Assignment of IP Agreement assigning to Buyer all intellectual property, records, manuals, phone numbers, web pages, trade names and customer lists of the Companies including without limitation the items identified on the attached Schedule A, in the form attached hereto as Schedule 5.3(a) (the "Assignment of IP"), each duly executed by Secured Party.

(b) Performance of the Obligations of Secured Party. Secured Party shall have performed and complied with all covenants, agreements, obligations and conditions required under this Agreement to be performed by Secured Party on or before the Closing Date, and the representations and warranties made by Secured Party in this Agreement shall be true and correct when made and shall be repeated as true and correct in all material respects at and as of the time of the Closing.

(c) No Litigation. There shall not be pending or threatened in writing any suit, action or proceeding by any Government or Person challenging or seeking to restrain, prohibit, alter or materially delay the consummation of any of the transactions contemplated by this Agreement.

(d) No Insolvency Proceedings. No bankruptcy, receivership, or other insolvency-related proceeding shall have been commenced by or against the Companies or with respect to any of the Acquired Assets.

(e) Purchase of Leased Equipment. Secured Party shall have delivered to Buyer the Equipment PSA, duly executed by Secured Party.

ARTICLE VI AS IS

Buyer acknowledges that, except as expressly provided in Article III of this Agreement, the Acquired Assets are being conveyed, "AS IS" AND "WITH ALL FAULTS", and that all warranties of merchantability or fitness for a particular purpose are disclaimed. Without limiting the foregoing, Buyer acknowledges that, except as expressly set forth in Article III of this Agreement, Secured Party has not made any representation or warranty concerning: (a) the condition of the Acquired Assets; (b) any use to which the Acquired Assets may be put; (c) any future revenues, costs, expenditures, cash flow, results of operations, financial condition or prospects that may result from the ownership, use or sale of the Acquired Assets; or (d) any other information or documents made

available to Buyer. Buyer further acknowledges that Secured Party is selling the Acquired Assets as part of a private secured party sale pursuant to Article 9 of the UCC and that such secured party sale or other contemporaneous events may have caused a material adverse change to the business of the Companies, and that such material adverse change of the business of the Companies does not give rise to a termination right under this Agreement. Both Secured Party and Buyer acknowledge that Buyer is paying a reasonably equivalent value for the Acquired Assets.

ARTICLE VII PRE-CLOSING COVENANTS

7.1 **Pre-Closing Covenants of Secured Party** During the period from the date of execution of this Agreement through and including the Closing Date or the earlier termination of this Agreement, Secured Party makes the following covenants:

(a) Secured Party shall not sell, lease, dispose of, or cause any Liens upon, any Acquired Assets.

(b) Secured Party shall use best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or proper, consistent with applicable law, to consummate and make effective as soon as possible the transactions contemplated hereby.

(c) Between the date of this Agreement and the Closing Date, upon reasonable notice and at reasonable times, Secured Party will give Buyer and its authorized representatives reasonable access to the Acquired Assets and the books and records in connection with the Acquired Assets and will permit Buyer to make and will fully cooperate with regard to such inspections as it may reasonably require.

7.2 **Pre-Closing Covenant of Buyer** During the period from the date of execution of this Agreement through and including the Closing Date or the earlier termination of this Agreement, Buyer shall use best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary or proper, consistent with applicable law, to consummate and make effective as soon as possible the transactions contemplated hereby.

ARTICLE VIII TERMINATION

8.1 **Conditions of Termination.** This Agreement may be terminated only in accordance with this Section 8.1 at any time before the Closing as follows:

(a) By mutual consent of Secured Party and Buyer;

(b) By either Buyer or Secured Party by written notice to the other party if the Closing shall not have occurred on or before January 14, 2020, provided, however, that the party seeking to terminate this Agreement pursuant to this Section 8.1(b) is not then in material breach of this Agreement; and provided further that Buyer may extend this deadline by one day if its pays Secured Party an additional non-refundable payment of US\$20,000.00, it being understood that such payment shall not be required if any delay in Closing is due to Secured Party being in breach of this Agreement;

(c) By Secured Party, upon notice to Buyer, or by Buyer, upon notice to Secured Party, if any injunction or other order contemplated by Sections 5.2(c) and 5.3(c) shall have become effective; provided, however, that the party seeking to terminate this Agreement pursuant to this Section 8.1(c) has used its commercially reasonable efforts to remove such injunction or other order;

(d) By Buyer, upon notice to Secured Party, if Secured Party has failed to perform a covenant set forth in this Agreement or is otherwise in breach of this Agreement; and

(e) By Secured Party, upon notice to Buyer, if Buyer has failed to perform a covenant set forth in this Agreement, or is otherwise in breach of this Agreement.

8.2 **Event of Termination; Remedies** In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall become null and void and have no effect, with no liability on the part of any party with respect to this Agreement.

8.3 **Specific Performance** If prior to the Closing, any party breaches any of its covenants set forth in this Agreement, the other party would encounter extreme difficulty in attempting to prove the actual amount of damages suffered by them as a result of such breach and would not be reasonably or adequately compensated in damages in any action at law. In addition to any other remedy the non-breaching party may have under this Agreement, if a party breaches this Agreement, then the non-breaching party will be entitled to seek and receive temporary, preliminary and permanent injunctive and other equitable relief from any Government of competent jurisdiction to specifically enforce any of their rights under this Agreement or otherwise to prevent violation of this Agreement, without the necessity of proving the amount of any actual damage resulting therefrom.

ARTICLE IX **MISCELLANEOUS**

9.1 **Further Assurances** At the request and the sole expense of the requesting party, Buyer or Secured Party, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as the other party or its respective counsel may reasonably request to effectuate the transactions contemplated hereby.

9.2 **Successors and Assigns** This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto; provided, neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

9.3 **Governing Law; Jurisdiction** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Ohio, without regard to conflicts of laws principles. The parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court in the State of Ohio having competent jurisdiction.

9.4 **Expenses** Each of the parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal and accounting fees, except as specifically provided in this Agreement.

9.5 **Severability** In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby.

9.6 **Notices** All notices, requests, demands, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service, if served personally on the party to whom notice is to be given; (b) on the day of transmission, if sent via facsimile transmission to the facsimile number given below; (c) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service addressed to the party to whom notice is to be given; or (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

To, McDonald Hopkins LLC, on behalf of Secured Party:

McDonald Hopkins LLC
600 Superior Avenue, E., Suite 2100
Cleveland, Ohio 44114
Attention: Scott Opincar
Facsimile: 216.348.5474

If to Buyer:

Numalliance S.A.S.
Parc d'activités BP211
F-88470 Saint-Michel-sur-Meurthe, France
Attention: Joel Etienne
Email: jetienne@numalliance.com

With a copy (which shall not constitute notice) to:

Drinker Biddle & Reath LLP
191 North Wacker Drive, Suite 3700
Chicago, Illinois 60606
Attention: Luc Atflan
Email: Luc.Atflan@DBR.com

(a) Any party may change its address or facsimile number for the purpose of this Section 9.6 by giving the other parties written notice of its new address in the manner set forth above.

9.7 **Amendments; Waivers** This Agreement may be amended or modified only by a written instrument executed by Buyer and Secured Party, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision contained in this Agreement shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision of this Agreement.

9.8 **Entire Agreement** This Agreement and the documents delivered in connection herewith contain the entire understanding between the parties with respect to the transactions contemplated herein and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

9.9 **No Third Party Beneficiaries** Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Secured Party and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligation or liability of any third party to Secured Party or to Buyer.

9.10 **Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

9.11 **Construction** Any reference to any law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. Any reference to the singular in this Agreement shall also include the plural and vice versa. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.12 **Survival of Representations and Warranties** The representations and warranties contained in Article 3 and Article 4 of this Agreement shall survive the Closing Date. The covenants and agreements set forth herein shall survive the Closing in accordance with their terms and until compliance therewith has been achieved.

[Signature page follows]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS SECURED PARTY SALE AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

SECURED PARTY:

THE HUNTINGTON NATIONAL
BANK

By: Elizabeth Murray
Name: Elizabeth Murray
Title: Senior Vice President

BUYER:

NUMALLIANCE S.A.S.

By: _____
Name: Joel Etienne
Title: President

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS SECURED PARTY SALE AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

SECURED PARTY:

THE HUNTINGTON NATIONAL
BANK

By: _____
Name: Elizabeth Murray
Title: Senior Vice President

BUYER:

NUMALLIANCE S.A.S.

By: _____
Name: Joel Etienne
Title: President
NUMALLIANCE
SITE DE SAINT-MICHEL-SUR-MEURTHE
Parc d'Activités
F- 68470 SAINT-MICHEL-SUR-MEURTHE
Tel. : 03 29 58 36 15 - Fax : 03 29 58 46 47

SCHEDULE 1

DEFINITIONS

As used in the Agreement, the following terms have the following meanings:

“Accounts Receivable” has the meaning set forth in Schedule 1.1.

“Acquired Assets” has the meaning set forth in Section 1.1.

“Inventory” has the meaning set forth in Schedule 1.1.

“Agreement” has the meaning set forth in the Preamble.

“Bill of Sale” has the meaning set forth in Section 5.2(a).

“Borrowers” means, collectively, AMT Holding LLC, a Delaware limited liability company formerly known as ADMC Holding, LLC, Addition Manufacturing Technologies LLC, a Delaware limited liability company formerly known as AddisonMcKee LLC, the successor in interest to AddisonMcKee Inc., an Ohio corporation, Addition Manufacturing Technologies CA Inc., a California corporation formerly known as Eaton Leonard Robolix, Inc., and Addition Manufacturing Technologies Canada ULC, an Alberta unlimited liability corporation formerly known as AddisonMcKee Canada ULC.

“Buyer” has the meaning set forth in the Preamble.

“Closing” has the meaning set forth in Section 5.1.

“Closing Date” has the meaning set forth in Section 5.1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Companies” means collectively, AMT Holding LLC, a Delaware limited liability company formerly known as ADMC Holding, LLC, Addition Manufacturing Technologies LLC, a Delaware limited liability company formerly known as AddisonMcKee LLC, the successor in interest to AddisonMcKee Inc., an Ohio corporation, Addition Manufacturing Technologies CA Inc., a California corporation formerly known as Eaton Leonard Robolix, Inc.

“Defaults” means the defaults and Events of Default that occurred and are continuing under the Loan Documents.

“Dispute Notice” means has the meaning set forth in Section 2.2(b).

“Excluded Assets” has the meaning set forth in Section 1.2.

“Government” means any agency, division, subdivision or governmental or regulatory authority or any adjudicatory body thereof, of the United States, or any state thereof.

“Inventory” has the meaning set forth in Schedule 1.1.

“Knowledge” means, with respect to any party, the actual knowledge of the corporate officers of such party.

“Lien” means any lien, security interest, charge, mortgage or encumbrance.

“Loan Documents” means collectively: (i) that certain Amended and Restated Credit and Security Agreement, dated as of February 26, 2018 (as amended, and as the same may from time to time be further amended, restated, or otherwise modified, the “Credit Agreement”); (ii) that certain Forbearance Agreement, dated as of April 12, 2019, by and among Borrowers and Lender (as amended, and as the same may from time to time be further amended, restated, or otherwise modified, the “Forbearance Agreement”); and (iii) the other documents and related writings executed in connection with or otherwise related to the Credit Agreement and the Forbearance Agreement (as the same may from time to time be amended, restated or otherwise modified from time to time).

“Loans” means the loans and other extensions of credit made by Secured Party to the Borrowers pursuant to the Loan Documents.

“Permitted Liens” means Liens for Taxes not yet due and payable.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Purchase Price” has the meaning set forth in Section 2.1.

“Sale Documents” means this Agreement, the Assignment of IP, and the Bill of Sale.

“Secured Party” has the meaning set forth in the Preamble.

“Taxes” means all taxes, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which shall include all income taxes, payroll and employee withholding, unemployment insurance, social security, sales and use, excise, franchise, gross receipts, real and personal property, stamp, transfer, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental and other assessments or obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

“UCC” has the meaning set forth in the Recitals.

* * *

SCHEDULE 1.1

ACQUIRED ASSETS

The Acquired Assets include all of the intellectual property, records, manuals, phone numbers, web pages, trade names and customer lists including without limitation the items identified on the attached **Schedule A**, as well as the following list of inventory and property:

See attached and see spreadsheet labeled "Schedule 1.1 - Inventory."

12 month inventory movement AMTL 1-9-2020

AMT Lebanon Inventory - 1.09.20

Pcode	LBR	MATL	FIX	VAR	OUT	TI Cost
10 Total	234,956.43	271,060.61	111,319.47	185,891.51	32,437.52	835,665.55
20 Total	-	-	-	-	-	-
24 Total	-	28.73	-	-	-	28.73
25 Total	-	5,855.10	-	-	-	5,855.10
30 Total	31,669.47	724,573.54	15,572.48	25,811.06	48,926.30	846,552.85
40 Total	5,015.26	348,796.77	2,430.02	4,064.68	44,623.32	404,930.04
45 Total	176.75	9,192.81	124.52	150.88	1.86	9,646.82
75 Total	-	212.00	-	-	76.92	288.92
82 Total	-	-	-	-	-	-
105 Total	-	1,314.79	-	-	-	1,314.79
330 Total	221.00	4,706.19	107.25	179.40	-	5,213.84
340 Total	1,000.50	47,262.49	483.87	809.38	25.84	49,582.08
HRD Total	-	4,683.69	-	-	-	4,683.69
RAW Total	-	81,417.53	-	-	-	81,417.53
Grand Total	273,039.40	1,499,104.25	130,037.61	216,906.91	126,091.76	2,245,179.94

Pcode	LBR	MATL	FIX	VAR	OUT	TI Cost
10 Total	111,511.26	114,464.46	55,070.86	89,974.60	18,871.27	389,892.44
20 Total	2,064.50	101,604.12	51,999.55	1,816.10	-	157,484.27
25 Total	-	140.00	-	-	-	140.00
30 Total	9,393.80	890,186.16	4,558.37	7,560.17	8,092.18	919,790.68
40 Total	1,939.09	496,322.19	1,063.44	1,594.82	33,179.75	534,099.29
45 Total	42.50	21,281.80	20.63	34.50	-	21,379.43
105 Total	7.65	8,103.86	3.71	6.21	-	8,121.44
330 Total	-	25.20	-	-	-	25.20
340 Total	39.60	26,107.93	13.86	23.18	-	26,184.57
HRD Total	-	1,782.53	-	-	-	1,782.53
RAW Total	-	11,449.98	-	-	-	11,449.98
Grand Total	124,998.39	1,671,468.24	112,730.42	101,009.58	60,143.20	2,070,349.83

Raw Material and Finished Goods 1/9/2020 4,315,529.77

WIP Report 1/9/2020 876,914.10

Total Inventory 5,192,443.87

AMT Lebanon

Depreciation Expense Report - Non-Leased Assets

As of August 31, 2019

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
AT	000884	Chevrolet Express G3500 2015	02/01/17	25,227.50	11,772.86
AT	000009	2004 Chevy Colorado	12/15/05	12,977.50	0.00
AT		Capitalized Maintenance/Delivery/Other Exp.		3,421.56	0.00
FF		Software/Hardware Upgrades		358868.71	55544.29
FF	000900	VECTOR MACHINE	12/01/18	50,906.69	46,664.48
FF	000848	INFOR SOFTWARE	04/27/15	83,170.00	9,703.19
FF	000895	SL9 Reports	08/01/18	9,200.00	7,666.68
FF	000775	SMA Electric Software	09/30/13	51,231.63	7,318.78
FF	000763	POWER EDGE R420	06/26/13	13,699.92	5,137.47
FF	000733	PRO ENGRAVING SYSTEM	12/01/12	13,199.00	4,173.44
FF	000765	SQL SERVER	07/08/13	10,754.37	4,038.34
FF	000886	Database server	03/03/17	8,101.16	3,915.57
FF	000885	Wood Pattern Equipment	03/01/17	7,750.00	3,745.85
FF	000866	DELL POWEREDGE R630 SERVER	06/12/15	27,002.86	3,600.39
FF	000702	Solid Edge Classic	05/28/11	20,724.00	3,454.00
FF	000889	Wood Patern 615-009001 Tool Holder EF80	08/07/17	4,080.00	2,817.14
FF	000788	INSIGHT SOFTWARE	11/06/13	15,000.00	2,321.42
FF	000888	Electric & Former Casting	07/17/17	3,650.00	2,068.34
FF	000767	DELL MOBILE PRECISION M4700	07/10/13	5,470.80	2,064.24
FF	000770	VMWARE VSPHERE 5 ESSENTIAL PLUS	07/08/13	5,457.65	2,052.15
FF	000852	MICROSOFT LICENSE	04/15/15	20,370.73	2,037.07
FF	000771	VMWARE VSPHERE 5 ESSENTIAL PLUS	07/08/13	5,124.55	1,921.69
FF	000752	4TB 7.2K NEAR LINE SAS	04/26/13	5,249.93	1,881.24
FF	000741	NEW LAPTOPS	02/22/13	5,250.33	1,793.89
FF	000726	LAPTOPS AND CASES	09/25/12	5,751.35	1,725.40
FF	000734	RICOH AFICIO MP6000 COPIER	12/10/12	4,824.12	1,527.66
FF	000723	IPHONES	08/23/12	5,018.01	1,463.61
FF	000760	DELL PRECISION T3600, MT 425W	05/30/13	3,945.69	1,446.75
FF	000739	NEW LAPTOPS	01/21/13	4,288.37	1,429.46
FF	000758	MASTERCAM LATHE PROGRAMMING & LICENSE	05/16/13	3,800.00	1,393.35
FF	000761	CHAIR, MID BACK, SWIVEL	06/03/13	3,742.20	1,372.15
FF	000867	WELD FIXTURE ASSEMBLY	06/23/15	8,367.00	1,255.05
FF	000714	25 PHOTO MONITORS	12/23/11	4,998.75	1,124.70
FF	000850	PC CONNECTION	04/30/15	8,905.20	1,038.94
FF	000857	SPEEDYPACKER INSIGHT PACKING SYSTEM	05/13/15	8,000.00	933.34
FF	000769	DELL LATTITUDE E6430 ATG	07/15/13	2,236.88	841.42
FF	000742	Printer Wire Labler	02/13/13	2,015.40	671.81
FF	000708	DELL LAPTOP ENG	07/19/11	3,187.10	584.29
FF	000747	DELL LAPTOP	03/11/13	1,679.97	573.97
FF	000751	LD117 LANIER DIGITAL IMAGING SYS	04/17/13	1,395.00	499.89
FF	000865	DELL LATTE6540 i7-4810MQ & BACKBACK	06/10/15	3,552.34	473.63
FF	000847	WATCHGUARD XTM 5 SERIES 515 SECURITY APPLIA	04/23/15	3,222.22	375.95

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
FF	000736	NEW COMPUERS SALES ENG PROG PURCH	12/18/12	12,344.89	342.92
FF	000860	PRCSNM4800 i7-4910MQ	05/02/15	2,901.52	338.55
FF	000809	DELL LATITUDE E6440 CTO	03/19/14	1,533.25	328.54
FF	000709	DELL LAPTOP	07/19/11	1,691.96	310.15
FF	000859	OPLEX3020MY i5-4590	05/02/15	2,498.48	291.48
FF	000796	SWIVEL CHAIRS (4)	12/31/13	587.96	249.86
FF	000772	OFFICE PROFESSIONAL EDITION OPEN LICENSE	07/16/13	575.63	221.08
FF	000873	DELL 24" hd MONITOR	08/26/15	1,133.39	207.78
FF	000858	LATTE6540 i7-4810MQ	05/05/15	1,686.19	196.72
FF	000759	MONITERS LED	05/23/13	449.96	164.96
FF	000762	SAMSUNG B300 SERIES SCREEN	06/25/13	399.90	149.97
FF	000868	DRILL FIXTURE (HG-70)	06/26/15	998.00	149.71
FF	000766	E/POET PLUS REPLICATOR	07/09/13	383.38	144.16
FF	000805	CAT 6 CABLE	01/09/14	599.96	107.14
FF	000764	LASER PRINTER	06/17/13	250.00	93.76
FF	000842	DESK, CREDENZA, HUTCH, FILE DRAWER (GLOBAL I	03/23/15	876.00	87.60
FF	000841	OFFICE CHAIR, MID BACK, SWIVEL MESH (6 CHAIRS	03/01/15	954.00	79.50
FF	000881	Chair, mid back, swivel, msh	10/26/15	318.00	68.90
FF	000806	WI-FI ROUTER N600, E2500	01/09/14	319.96	57.13
FF	000849	GLOBAL MARKETING OFFICE FURNITURE	04/30/15	467.97	54.61
FF	000768	MERIDIAN II MESSENGER CASE - FITS LAPTOP	07/10/13	109.98	41.25
FF	000827	U-LINE RACK AND SHELVING UNITS	09/24/14	2,424.00	0.00
FF	000340	New Office Furniture Lebanon	09/01/06	173,751.00	0.00
FF	000280	Solid Edge	10/29/04	39,173.33	0.00
FF	000701	EPLAN	05/28/11	35,450.00	0.00
FF	000278	Server	10/27/04	28,616.36	0.00
FF	000659	Website development	12/28/07	24,018.25	0.00
FF	000312	GibbsCAM 3D Milling & Turning Package and Extra:	02/09/06	23,804.87	0.00
FF	000675	TubeMart.com Software	10/03/08	19,667.08	0.00
FF	000691	CAD WORKSTATIONS	01/17/11	16,119.50	0.00
FF	000678	Powermill Pro and Solid Edge Translator	12/10/09	13,860.00	0.00
FF	000787	DELL VLA EXCHANGE STD USER CAL 2013	10/24/13	11,880.00	0.00
FF	000332	sign	08/03/06	11,526.59	0.00
FF	000663	Paint Booth	03/31/08	10,000.00	0.00
FF	000267	ProLiant DK360 G3 Intel Xeon Server	03/31/04	9,918.25	0.00
FF	000268	ProLiant DK360 G3 Intel Xeon Server	03/31/04	9,918.25	0.00
FF	000820	RSA TOKEN ID's	07/31/14	9,845.45	0.00
FF	000688	Work Stations for Eng. & IT	02/01/10	9,023.52	0.00
FF	000712	DELL SERVER POWER EDGE C2100	10/28/11	8,694.94	0.00
FF	000668	RSA Secured Server Hardware	08/15/08	8,449.00	0.00
FF	000299	CRM Server	10/11/05	7,759.82	0.00
FF	000664	HP Storage wrks Mdlr Smart Array 30 Dual Enclosu	05/30/08	7,652.33	0.00
FF	000674	Express Tools Module Software	10/03/08	7,561.50	0.00
FF	000279	Solid Edge-License Fee	10/29/04	7,533.33	0.00
FF	000288	Server/Software	06/02/05	7,193.72	0.00
FF	000266	Hardware/software PRO Version	03/23/04	7,086.75	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
FF	000331	Computer	07/28/06	6,979.90	0.00
FF	000287	Solid Edge Classic	04/13/05	6,843.72	0.00
FF	000810	DELL PRECISION T3610 CTO BASE	03/18/14	6,824.94	0.00
FF	000681	Pigeon Hole Cabinets and pallet racking (used) from	06/25/09	6,798.00	0.00
FF	000281	HP Workstation	11/23/04	6,020.46	0.00
FF	000337	FAS software	08/22/06	5,985.95	0.00
FF	000355	Tom Butts/Training for FS+/SL Accounting	03/20/07	5,977.63	0.00
FF	000341	Computer	09/01/06	5,932.33	0.00
FF	000362	SB ProLiant DL320s SATA HP Storage Works	09/28/07	5,899.00	0.00
FF	000661	SIEMENS - SOFTWARE FR FIELD SERVICE	01/03/08	5,695.00	0.00
FF	000265	HP storageworks autoldr 1/8u	02/05/04	5,044.05	0.00
FF	000276	Net Screen SA 1005 Baseline	08/11/04	4,989.77	0.00
FF	000683	Jorgenson Conveyor for WC 18	08/02/10	4,485.00	0.00
FF	000344	Awning	10/05/06	4,460.00	0.00
FF	000692	DELL LATITUDE E6410 WINDOWS 7 (2)	01/27/11	4,369.54	0.00
FF	000677	Siemens License	03/05/09	4,275.98	0.00
FF	000270	Inspirion 600m	05/11/04	4,135.45	0.00
FF	000238	Patterns (2)	03/29/02	4,118.75	0.00
FF	000322	Computer	05/23/06	4,061.50	0.00
FF	000309	COMPUTERS	01/01/06	3,879.77	0.00
FF	000826	U-LINE RACK AND SHELVING UNITS	09/08/14	3,840.00	0.00
FF	000349	computers and related accessories	12/21/06	3,770.89	0.00
FF	000363	Laptop and accessories for Bob Lee	11/30/07	3,652.81	0.00
FF	000304	Field Service module	01/01/06	3,592.63	0.00
FF	000298	Firewall Software	09/01/05	3,537.80	0.00
FF	000306	Mailarchiver and associated security	01/01/06	3,537.80	0.00
FF	000273	display cabinet-lobby	07/21/04	3,518.52	0.00
FF	000223	Furniture for new Routing & Sales office	05/01/00	3,378.72	0.00
FF	000080	CANON COPIER	06/01/97	3,262.89	0.00
FF	000665	Toshiba Tecra M9S5518X (2)	06/13/08	3,262.08	0.00
FF	000695	LATITUDE E6410 WINDOWS 7 (2)	01/27/11	3,252.80	0.00
FF	000700	Dell for Bob Lee	06/07/11	3,231.25	0.00
FF	000360	(1) HP Workstation	04/27/07	3,221.20	0.00
FF	000361	(1) HP Workstation	04/27/07	3,221.20	0.00
FF	000821	AluFab Storage Cage w/ Locking Door	08/02/14	3,163.99	0.00
FF	000297	Smart Array/Server Housing	08/26/05	3,134.00	0.00
FF	000257	Illuminated sign	09/29/03	3,015.30	0.00
FF	000234	Office Panels	01/08/02	3,003.82	0.00
FF	000696	Dell Precision Mobile M4500	02/21/11	3,001.16	0.00
FF	000243	DRI Productivity Tools	11/04/02	2,917.29	0.00
FF	000812	MTC 900-5 NC/40 CAT40 TOOLHOLDER CABINET	04/30/14	2,880.22	0.00
FF	000813	DIRECT THERMAL PRINTERS WITH NIC	04/25/14	2,813.45	0.00
FF	000785	Office Furniture - Accounting	11/13/13	2,795.76	0.00
FF	000252	Snap server	05/31/03	2,728.67	0.00
FF	000357	Tom Butts/Training for FS+/SL Accounting	03/20/07	2,727.17	0.00
FF	000244	Data Server Relocation	12/28/02	2,673.75	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
FF	000358	Laptop and accessories for John Wiget	04/09/07	2,571.38	0.00
FF	000269	CTO Pavillion Notebook	04/13/04	2,389.47	0.00
FF	000290	Engineering Work Station	06/17/05	2,310.76	0.00
FF	000291	Engineering Work Station	06/17/05	2,310.76	0.00
FF	000272	CTO Pavillion Notebook	06/08/04	2,310.61	0.00
FF	000327	Reception Desk	07/10/06	2,300.00	0.00
FF	000258	Sanp	11/08/03	2,201.40	0.00
FF	000282	IBM Thinkpad	01/27/05	2,154.20	0.00
FF	000658	Siemens Field Service Training	12/11/07	2,125.00	0.00
FF	000271	credenza -lobby	06/01/04	2,081.46	0.00
FF	000811	DELL LATITUDE E7240	03/18/14	2,061.85	0.00
FF	000261	Compaq	12/08/03	2,044.03	0.00
FF	000776	Chair	09/06/13	2,015.86	0.00
FF	000815	OFFICE CHAIRS	05/15/14	1,980.00	0.00
FF	000779	Paycor Time Clock	10/04/13	1,980.00	0.00
FF	000359	DLP Projector	04/25/07	1,964.93	0.00
FF	000301	Engineering Computer	12/12/05	1,939.89	0.00
FF	000300	Engineering Computer	12/12/05	1,939.88	0.00
FF	000347	Computer	10/31/06	1,927.25	0.00
FF	000346	Computer	10/31/06	1,924.58	0.00
FF	000343	Computer	09/29/06	1,916.09	0.00
FF	000330	sign	07/26/06	1,851.06	0.00
FF	000356	Tom Butts/Training for FS+/SL Accounting	03/20/07	1,815.00	0.00
FF	000324	Computer	06/27/06	1,750.32	0.00
FF	000242	Toshiba Laptop	10/26/02	1,733.32	0.00
FF	000236	Sony Laptop	03/07/02	1,686.25	0.00
FF	000260	Compaq	12/08/03	1,682.11	0.00
FF	000241	Toshiba Laptop -2	09/21/02	1,679.99	0.00
FF	000667	E-Mail Disclaimer Software	08/14/08	1,664.00	0.00
FF	000673	Tecra M9-S5518V Laptop T9300	09/29/08	1,599.00	0.00
FF	000277	Inspiron 600 Laptop	08/23/04	1,582.32	0.00
FF	000240	HP Laserjet	09/16/02	1,574.99	0.00
FF	000099	14" Tesa Hite	04/15/98	1,544.67	0.00
FF	000662	TOSHIBA T7500 2.2GHZ LAPTOP	01/23/08	1,528.99	0.00
FF	000325	Reception Desk	06/27/06	1,500.00	0.00
FF	000233	2 Laptop computers	04/24/01	1,463.30	0.00
FF	000101	Lista Tool Cabinet	05/12/98	1,448.50	0.00
FF	000311	INSIGHT DIRECT WORLDWIDE	01/27/06	1,438.34	0.00
FF	000275	Add Secure APP Mgr	08/11/04	1,423.10	0.00
FF	000264	Procurve switch 4108GL	02/05/04	1,417.26	0.00
FF	000263	Procurve switch GL 10/100/10	02/05/04	1,414.72	0.00
FF	000666	Toshiba Tecra A9-S9019X	08/11/08	1,411.57	0.00
FF	000315	PS988AV-PR20	02/22/06	1,388.05	0.00
FF	000323	Firebox x700 core sec appl	06/27/06	1,381.50	0.00
FF	000255	Color Laserjet	08/18/03	1,370.74	0.00
FF	000274	Dell Computer	08/11/04	1,356.23	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
FF	000254	Laptop	08/18/03	1,350.26	0.00
FF	000038	FURNITURE-BUS	02/01/95	1,312.54	0.00
FF	000253	Laptop	08/18/03	1,239.45	0.00
FF	000259	Laptop for Service	12/01/03	1,229.15	0.00
FF	000339	sign	08/28/06	1,223.69	0.00
FF	000251	8.5 Business Server License	03/10/03	1,212.20	0.00
FF	000228	Furniture for Accounting dept	10/06/00	1,157.36	0.00
FF	000249	Toshiba Laptop	02/24/03	1,155.83	0.00
FF	000350	cable drop	12/21/06	1,116.80	0.00
FF	000774	FURNITURE	08/30/13	1,093.00	0.00
FF	000285	Monitors (5)	02/18/05	1,075.00	0.00
FF	000682	Cabinet and racking (used from Eagle auction)	06/25/09	1,058.11	0.00
FF	000669	HP dc5800s Workstation	09/17/08	1,030.91	0.00
FF	000106	2 Storage Cabinets	06/22/98	975.41	0.00
FF	000345	HP laserjet	10/18/06	958.48	0.00
FF	000353	(1) HP Computer w/17" Monitor	01/23/07	953.75	0.00
FF	000354	(1) HP Computer w/17" Monitor	01/23/07	953.75	0.00
FF	000351	1) HP Computer w/17" Monitor	01/23/07	953.75	0.00
FF	000352	1) HP Computer w/17" Monitor	01/23/07	953.75	0.00
FF	000232	I8000 Pentium III 1GHz	04/23/01	947.80	0.00
FF	000235	Toshiba Laptop	03/01/02	928.91	0.00
FF	000246	Toshiba Laptop	02/06/03	912.49	0.00
FF	000245	HP Laserjet	01/06/03	908.20	0.00
FF	000237	HP Printer	03/17/02	904.07	0.00
FF	000110	14" Tesa Hite	07/23/98	902.10	0.00
FF	000250	Fax server	03/03/03	887.99	0.00
FF	000112	Furniture for M.Burnett's office	08/10/98	841.92	0.00
FF	000348	Wire conference phone system	09/12/06	810.02	0.00
FF	000084	Wire Partition for Tool Assy.	01/06/98	802.13	0.00
FF	000103	Lista Tool Cabinet	05/22/98	765.83	0.00
FF	000096	Lista Cabinet & Doall Grinder	04/06/98	753.22	0.00
FF	000247	Plotter	02/17/03	753.12	0.00
FF	000828	DORNS SWIVEL CHAIR	09/02/14	749.95	0.00
FF	000333	Computer	08/10/06	734.08	0.00
FF	000090	Lista Tool Cabinet	02/17/98	657.31	0.00
FF	000786	DELL VLA EXCHANGE SERVER STD 2013	10/24/13	600.00	0.00
FF	000342	Pallet Rack	09/01/06	581.92	0.00
FF	000226	XI Mtower Base Unit System	06/30/00	564.38	0.00
FF	000777	Double cushion chair	09/23/13	530.00	0.00
FF	000107	Lista Tool Cabinet	06/25/98	484.18	0.00
FF	000338	Reception Desk	08/28/06	479.25	0.00
FF	000227	2 Millennia Max computers	09/29/00	391.52	0.00
FF	000077	CABINETS FOR C	12/01/96	312.11	0.00
FF	000222	2 Notebook computers w/port replicators	05/01/00	301.33	0.00
FF	000778	Chair Mid Back	09/23/13	287.98	0.00
FF	000693	ACER 19" LCD	01/27/11	274.98	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
FF	000694	ACER 19" LCD	01/27/11	274.98	0.00
FF	000334	sign	08/17/06	266.25	0.00
FF	000058	DRAWER DIVIDER	08/01/95	260.84	0.00
FF	000067	CABINETS FOR E	01/01/96	253.54	0.00
FF	000109	Granite Surface Plate	07/21/98	253.13	0.00
FF	000071	CABINETS FOR C	08/01/96	232.70	0.00
FF	000217	License Seats for Symix	03/31/00	218.84	0.00
FF	000221	MDT Powerpac w/VIP package	05/01/00	214.48	0.00
FF	000231	Cannon 9000 Multifunctional Fax Mach	12/28/00	211.25	0.00
FF	000248	Plotter	02/18/03	203.18	0.00
FF	000068	SHELVING	05/01/96	178.79	0.00
FF	000057	CABINET COMBIN	08/01/95	172.49	0.00
FF	000230	Quantum Snap Server 2000	11/16/00	151.35	0.00
FF	000224	2 ClientPro computers w/speakers	05/12/00	120.50	0.00
FF	000076	RED CABINET	12/01/96	104.72	0.00
FF	000063	SECURITY SYSTE	10/01/95	103.25	0.00
FF	000229	21" Viewsonic monitor	10/27/00	98.50	0.00
FF	000045	ASH TELEPHONE	04/01/95	98.19	0.00
FF	000051	NC CABINET COM	06/01/95	97.56	0.00
FF	000050	SHELVING	06/01/95	94.47	0.00
FF	000074	PROGRAMMING OF	09/01/96	74.66	0.00
FF	000073	COPY MACHINE	09/01/96	73.21	0.00
FF	000054	SHELVES AND PA	07/01/95	69.84	0.00
FF	000037	3 ASH TELEPHONE	01/01/95	65.14	0.00
FF	000040	SHARP COPIER	03/01/95	64.59	0.00
FF	000049	SHELVING	06/01/95	61.78	0.00
FF	000044	FORMICA TABLES	04/01/95	60.00	0.00
FF	000053	FILE CABINETS	07/01/95	48.49	0.00
FF	000225	Monitor	06/30/00	46.67	0.00
FF	000056	DRAWER DIVIDER	08/01/95	43.70	0.00
FF	000047	CANON COPIER	05/01/95	39.47	0.00
FF	000218	Syteline Users	04/18/00	39.39	0.00
FF	000061	SHELVING	09/01/95	36.78	0.00
FF	000219	Digital Camera w/accessories	04/26/00	24.00	0.00
FF	000055	SHELVING	08/01/95	23.70	0.00
FF	000060	DESK	09/01/95	21.68	0.00
FF	000326	sign	07/06/06	17.86	0.00
FF	000220	Elsa Gloria II graphics card	04/28/00	17.00	0.00
FF	000210	Material for Shelving in new addition	03/01/00	6.18	0.00
FF	000048	SHELVING	06/01/95	3.84	0.00
FF	000214	Material for Shelving in new addition	03/21/00	3.73	0.00
FF	000209	Material for Shelving in new addition	03/01/00	2.82	0.00
FF	000212	Desk for new Order Entry Clerk in Sales	03/09/00	2.80	0.00
FF	000216	Bench Legs for Shelving in New Addition	03/30/00	2.18	0.00
FF	000211	Overhead Projector Stand for Classroom	03/09/00	1.73	0.00
FF	000215	Uprights for Shelving Units in New Addition	03/30/00	1.27	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
FF	000213	Quartz Wall Clock for new addition	03/10/00	0.28	0.00
FF	000657	6ES78720AB010XAO Diagnostic Repeator	12/13/07	0.00	0.00
FF		Capitalized consulting/labor		9286.89	
FF		Misc. Capitalized Expense		1377.1	
FF		Capitalized Freight		337.95	
LI		Leasehold Improvements		174,949.42	81,068.95
MA	000901	Spindle	02/01/19	42,369.00	39,544.39
MA	000897	Tooling for New HURCO Machine	10/01/18	44,853.92	35,883.15
MA		Capitalized Maint/Exp		83,688.24	25,633.77
MA	000891	DOALL C-3300NC Horizontal Band Saw	10/26/17	14,275.00	11,538.98
MA	000893	6,000 lb IC Cush Forklift	08/01/18	13,000.00	10,833.34
MA	000797	REFURB EAGLE E2000 EV SN#3283	12/01/13	21,141.18	8,808.83
MA	000890	A20B-1000-0693-R	08/02/17	10,803.50	7,459.56
MA	000838	SUMMIT VS 350B MILLING MACHINE	01/05/15	14,170.00	7,439.26
MA	000894	950 Rotary Applicator	08/07/18	8,450.00	7,041.68
MA	000870	HURCO Vmx50i TOOLING	07/22/15	11,979.47	6,988.01
MA	000899	Tooling for New HURCO Machine	12/01/18	7,627.28	6,356.07
MA	000822	MACHINE FIXTURES	08/22/14	10,714.20	5,267.83
MA	000839	HURCO FIXTURES (PART OF ASSET #832)	01/14/15	9,682.04	5,083.10
MA	000883	Used Doosan GC25P-5 forklift	05/01/16	7,500.00	4,937.50
MA	000737	WIPER HORN ASSEMBLY	12/28/12	14,800.01	4,810.02
MA	000800	MARVEL BAND SAW PRESSURE PLATE	11/22/13	10,282.00	4,284.18
MA	000744	SECO TOOLS	02/01/13	12,558.60	4,186.21
MA	000840	HYSTER W30XTR LIFT TRUCK	02/02/15	7,694.29	4,103.62
MA	000855	STEEL RACK FOR TOOLING	05/20/15	6,780.00	3,842.00
MA	000877	Tolling for Hurco 'Asset 875'	09/08/15	5,752.60	3,403.65
MA	000898	Tooling for New HURCO Machine	11/01/18	3,390.80	2,769.16
MA	000799	MARVEL BAND SAW	12/19/13	6,004.00	2,551.71
MA	000743	CRANE	02/01/13	5,339.56	1,779.85
MA	000879	Flexarm w/400 RPM motor	09/16/15	2,915.00	1,749.00
MA	000854	32' ELECTRIC SCISSOR LIFT	05/02/15	2,800.00	1,563.34
MA	000833	HEAVY DUTY JIB 200# CAP	12/17/14	2,789.33	1,464.43
MA	000753	TMC-400 CONTROLLER	05/02/13	3,941.00	1,411.91
MA	000878	480V to 230V Transformer	09/01/15	2,362.00	1,397.53
MA	000823	HAAS HIGH SPEED MACHINING	08/18/14	2,595.00	1,275.89
MA	000818	HAAS HIGH-SPEED MACHINING SN1070939 OW	06/19/14	2,595.00	1,232.64
MA	000836	3-JAW SET FOR QTN 450	12/26/14	2,317.07	1,216.45
MA	000748	UPGRADE TO LATHE	03/14/13	3,201.00	1,093.69
MA	000807	SHELL MILL TOOL HOLDER	03/18/14	2,416.95	1,087.61
MA	000798	TBE60 TWO-HEADED DEBURRER 460/60/3	12/01/13	2,449.00	1,020.44
MA	000749	TOOL CABINET	04/01/13	2,426.68	849.34
MA	000837	TOOL HOLDER 40 TAPER (PART OF ASSET #835 QTN	12/26/14	1,085.44	569.89
MA	000803	MARVEL BAND SAW BANDWHEEL & CHIP BRUSH	01/08/14	1,324.00	562.71
MA	000819	SECO TOOLS (65921 C10 EP8 HOLDER)	07/28/14	1,140.00	551.00
MA	000782	COLLET TOOL HOLDER	10/10/13	1,368.00	547.20
MA	000755	HT-80-D688 P ANGLOCK VISES	05/08/13	1,486.70	532.74

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
MA	000757	PADDEL WHEEL 12334 FOR GRIND UNIT	05/16/13	1,300.50	476.85
MA	000814	WISE 6 INCH 8.8 OPENING	05/12/14	905.04	414.83
MA	000750	SET ROCKING SHELVING	04/17/13	700.50	251.01
MA	000754	CABLE	05/07/13	479.97	171.97
MA	000780	Shell Mill Holde	10/10/13	295.00	118.02
MA	000684	Portable Gantry 8000 VESTIL AHS-8-15-14	03/25/10	2,021.35	101.04
MA	000781	SECO TOOLS	10/10/13	190.00	76.01
MA	000618	A/C Hipot Tester and Shipping Charge	02/08/06	5,620.20	19.16
MA	000685	Hoist Chain 3T 15ft Lift 1VW62	03/22/10	369.50	18.48
MA	000686	Trolley, Plain, 3Ton, 3MB62	03/22/10	209.50	10.47
MA	000783	FM-150 RF POWERPACK	10/18/13	62,557.12	0.00
MA	000537	Haas Machine	03/01/05	45,194.01	0.00
MA	000670	Caterpillar Forklift GC70k(cptl lease)	10/30/08	29,713.50	0.00
MA	000553	KE55 CNC Milling Machine	03/01/05	29,137.50	0.00
MA	000543	KE55 CNC Milling Machine	03/01/05	27,037.50	0.00
MA		Misc. Capital Expenditures		25,852.36	0.00
MA	000513	CNC VERTICAL M	09/01/97	22,769.13	0.00
MA	000630	FM-70 TT+PN	12/01/06	20,784.49	0.00
MA	000631	FM-150 RF Head	12/01/06	17,733.31	0.00
MA	000541	C-3300NC Power Saw	03/01/05	16,885.94	0.00
MA	000598	Gestetner Copier	03/01/05	13,120.63	0.00
MA	000634	In-house fixtures	04/27/07	12,631.89	0.00
MA	000596	Pinstamper w/stand & slide	03/01/05	10,826.81	0.00
MA	000473	RMC55-A10 MILL	01/01/96	10,099.38	0.00
MA	000480	RMC55-A10 MILL	03/01/96	10,084.70	0.00
MA	000512	OPEN GAP HYDRA	09/01/97	7,999.24	0.00
MA	000605	Scanner-Engineering	12/20/05	7,999.00	0.00
MA	000645	Lunnan Model 1640B Manual Lathe	06/29/07	7,802.97	0.00
MA	000516	DORSEY COMPARA	12/01/97	7,675.05	0.00
MA	000597	Heat Exchanger	03/01/05	7,311.42	0.00
MA	000629	Command tool post for Mazak	09/29/06	7,025.30	0.00
MA	000528	Presetter & Measuring Mach.	03/01/05	6,892.81	0.00
MA	000486	HONING MACHINE	06/01/96	6,546.29	0.00
MA	000601	Spindle	03/01/05	6,495.04	0.00
MA	000676	3 480V Junction Boxes	01/01/08	4,766.72	0.00
MA	000523	Pinstamper & Software	03/01/05	4,644.35	0.00
MA	000534	New Head Assembly & Frt.	03/01/05	4,387.60	0.00
MA	000555	Patterns (for Endforming Castings)	03/01/05	4,307.71	0.00
MA	000647	Nantong 3HP Vertical Milling Machine	06/29/07	4,145.33	0.00
MA	000626	Off set Duct	08/11/06	4,144.08	0.00
MA	000506	STAMP MACHINE	06/01/97	4,064.85	0.00
MA	000481	MARVEL SAW	04/01/96	3,799.42	0.00
MA	000590	Used Caterpillar Forklift Truck	03/01/05	3,740.42	0.00
MA	000600	Pattern-605-00505	03/01/05	3,669.17	0.00
MA	000607	move Mazak and additional parts	01/01/06	3,500.00	0.00
MA	000549	Power Chuck & Accuator for SL3	03/01/05	3,450.19	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
MA	000654	1000 LB Jib Crane (2)	09/19/07	3,342.00	0.00
MA	000602	Starrett Electronic Height Gauge	06/03/05	3,275.00	0.00
MA	000551	3-Jaw Chuck w/ Metric Serrator	03/01/05	3,185.40	0.00
MA	000603	pattern	11/17/05	2,950.00	0.00
MA	000548	Air Compressor	03/01/05	2,889.01	0.00
MA	000679	Etching Machine (used from Eagle auction)	06/25/09	2,812.16	0.00
MA	000533	Heavy Duty Downdraft Table	03/01/05	2,727.48	0.00
MA	000653	1000 LB Push Trolley (2)	09/19/07	2,710.00	0.00
MA	000556	Air Compressor	03/01/05	2,438.43	0.00
MA	000447	MAKINO RMC55 C	03/01/95	2,373.95	0.00
MA	000487	FORK LIFT TRUC	07/01/96	2,308.00	0.00
MA	000592	Pattern 605-000480 Head Casting complete	03/01/05	2,304.17	0.00
MA	000583	Head Casting Pattern	03/01/05	2,252.50	0.00
MA	000648	Atlas Copco Rotary Screw Air Compressor	06/29/07	2,243.35	0.00
MA	000588	Pattern Head Cst FM 70 605-000498	03/01/05	2,177.50	0.00
MA	000542	Tooling for Haas Machine	03/01/05	1,860.07	0.00
MA	000616	Collet chucks, command holder & dia end mill	01/12/06	1,856.52	0.00
MA	000620	cable	06/27/06	1,853.75	0.00
MA	000582	Boring Tool	03/01/05	1,736.10	0.00
MA	000530	Supraconic Air Cleaner	03/01/05	1,725.35	0.00
MA	000493	TOOL GRINDER	09/01/96	1,713.10	0.00
MA	000526	Used Forklift Truck	03/01/05	1,622.50	0.00
MA	000472	MARVEL BAND SA	11/01/95	1,556.25	0.00
MA	000554	Tooling for Makino Mill	03/01/05	1,550.89	0.00
MA	000632	60CAB-MTD w/ Starter	12/21/06	1,521.00	0.00
MA	000531	Pre-Filter & Refrigerate	03/01/05	1,512.35	0.00
MA	000484	SETUP TABLE FO	05/01/96	1,458.19	0.00
MA	000540	Rocklinizer gun & elec pkg	03/01/05	1,450.80	0.00
MA	000594	Pattern 605-000500	03/01/05	1,445.00	0.00
MA	000595	Pattern 605-000499	03/01/05	1,445.00	0.00
MA	000519	Shelving for Tool Assy.	03/01/05	1,442.19	0.00
MA	000532	Speed Lathe w/ 6" Jaw Chuck	03/01/05	1,393.81	0.00
MA	000539	Suction Cabinet System	03/01/05	1,319.60	0.00
MA	000627	BELT SANDER #67375303	08/18/06	1,295.00	0.00
MA	000477	SPINDLE CARTRI	02/01/96	1,274.10	0.00
MA	000492	ROTARY TABLE W	09/01/96	1,238.46	0.00
MA	000453	FM-70 ID/OD+RS	05/01/95	1,179.34	0.00
MA	000500	RECYCLING SYSTE	03/01/97	1,176.65	0.00
MA	000538	SL3 Lathe	03/01/05	1,119.34	0.00
MA	000593	Pattern 605-000481 Top Jaw complete	03/01/05	1,069.79	0.00
MA	000584	Power Chuck #Ha8-10-III-66	03/01/05	1,062.50	0.00
MA	000558	Air Compressor	03/01/05	1,027.48	0.00
MA	000611	Rigid Tap Holder	01/04/06	1,024.10	0.00
MA	000576	cabinet for machine tool housing	03/01/05	1,005.22	0.00
MA	000545	NC Transporter Combo	03/01/05	985.71	0.00
MA	000496	PATTERN FOR 60	01/01/97	954.75	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
MA	000561	Enclosure Kit for Air Compressor	03/01/05	881.03	0.00
MA	000476	AIR CHUCK 315/	02/01/96	858.00	0.00
MA	000581	Power Chuck #B-206	03/01/05	850.00	0.00
MA	000522	14" Tesa Hite	03/01/05	791.57	0.00
MA	000515	ASK DONNA-RECL	12/01/97	712.50	0.00
MA	000608	Love Joy cutter	01/03/06	696.00	0.00
MA	000527	12" Radius & Angle Dresser	03/01/05	657.81	0.00
MA	000507	TESA-HITE 14"	07/01/97	635.48	0.00
MA	000499	TESA-HITE 14"	03/01/97	616.31	0.00
MA	000587	Pattern Head Cst FM 35 605-000487	03/01/05	613.92	0.00
MA	000505	MARBLE PLATE I	06/01/97	612.75	0.00
MA	000465	BRIDGEPORT SERI	09/01/95	611.25	0.00
MA	000563	Controller for Okamoto Grinder S/N 63118	03/01/05	564.67	0.00
MA	000524	Granite Surface Plate & Stand	03/01/05	541.42	0.00
MA	000517	Electric Lift Truck for Assy.	03/01/05	527.22	0.00
MA	000564	Magnetic Lifter for Wiper Cell	03/01/05	491.56	0.00
MA	000529	Optical Comparator Overlay	03/01/05	489.22	0.00
MA	000456	BRIDGEPORT SER	06/01/95	479.67	0.00
MA	000490	POLISHER MOTOR	08/01/96	463.55	0.00
MA	000586	Pattern Vertical Vise 605-000494	03/01/05	397.50	0.00
MA	000560	Air Powered Lubricator for Tool Assembly	03/01/05	387.67	0.00
MA	000589	Pattern Tool Holder 605-000497	03/01/05	368.00	0.00
MA	000610	Collet - PO62599	01/04/06	361.90	0.00
MA	000557	Servo Power Feed	03/01/05	344.60	0.00
MA	000498	PATTERN	02/01/97	337.73	0.00
MA	000495	PATTERN	01/01/97	332.03	0.00
MA	000508	OPERATED HYDRA	08/01/97	317.14	0.00
MA	000511	OPERATED HYDRA	09/01/97	317.14	0.00
MA	000525	Diebold 30 Edgefinder & Probe	03/01/05	316.18	0.00
MA	000544	10" Solid Chuck Jaw	03/01/05	305.30	0.00
MA	000491	MOLDS	09/01/96	302.50	0.00
MA	000444	WOOD PATTERN-B	01/01/95	290.95	0.00
MA	000479	WOOD PATTERN #	03/01/96	275.00	0.00
MA	000585	Pattern Upper Jaw 605-000415	03/01/05	256.70	0.00
MA	000619	Current Probe and Current Apply Probe	04/06/06	254.20	0.00
MA	000550	Mounting Adaptor	03/01/05	251.64	0.00
MA	000559	Freight& Modification for Air Compressor	03/01/05	243.97	0.00
MA	000497	GAGE CALIBRATI	02/01/97	236.90	0.00
MA	000510	BLASER OIL SKI	09/01/97	235.13	0.00
MA	000452	AIR CHUCK	05/01/95	234.00	0.00
MA	000503	MODEM-JAY'S ST	04/01/97	229.42	0.00
MA	000615	#1 Tap Collets	01/04/06	211.54	0.00
MA	000518	12" Digital Count HT Gage	03/01/05	183.69	0.00
MA	000562	Tool Offset for KE55	03/01/05	176.46	0.00
MA	000521	Magnetic Chuck	03/01/05	173.36	0.00
MA	000520	Quick Center Probe	03/01/05	173.06	0.00

Class	Sys No	Ext	In Service Date	Acquired Value	Net Book Value - Est 8/31/19
MA	000614	Collet Chuck	01/04/06	159.69	0.00
MA	000494	PATTERN REVISI	11/01/96	144.38	0.00
MA	000514	PALLET TRUCK	10/01/97	142.98	0.00
MA	000489	MAGNETIC LIFTE	08/01/96	129.08	0.00
MA	000504	192-116 MTI HE	05/01/97	126.71	0.00
MA	000482	INDEXER LEBLON	05/01/96	123.75	0.00
MA	000483	INDEXER LEBLON	05/01/96	123.75	0.00
MA	000455	LA2B 1725/3450	06/01/95	115.06	0.00
MA	000443	WOOD PATTERN-B	01/01/95	112.38	0.00
MA	000451	ENERPAC TEM-33	05/01/95	99.97	0.00
MA	000488	BRIDGEPORT TYP	08/01/96	97.19	0.00
MA	000475	SERVO POWER FE	02/01/96	96.54	0.00
MA	000478	CHUCK NEW LEBL	03/01/96	83.84	0.00
MA	000463	SOFT JAW FOR L	09/01/95	80.27	0.00
MA	000617	Collet chucks, ETC	02/01/06	75.34	0.00
MA	000471	OFFSET MEMORY	11/01/95	73.88	0.00
MA	000450	7000 BEVEL MIL	05/01/95	72.27	0.00
MA	000468	EXTRUSION DIE	10/01/95	67.50	0.00
MA	000454	WIZARD MILLING	06/01/95	66.60	0.00
MA	000501	MONITIR-JAY'S	04/01/97	66.09	0.00
MA	000462	LIFT TRUCK	09/01/95	60.82	0.00
MA	000459	10' LIFT 6' PB	08/01/95	58.82	0.00
MA	000466	AXIS ANILAM DI	10/01/95	56.06	0.00
MA	000467	AXIS ANILAM DI	10/01/95	56.06	0.00
MA	000474	SPINDLE BELT	02/01/96	52.07	0.00
MA	000469	TOOL OFFSET 99	11/01/95	51.00	0.00
MA	000470	PATTERN EQUIPM	11/01/95	51.00	0.00
MA	000448	PARKER FILTER	04/01/95	49.27	0.00
MA	000613	Collet Nut	01/04/06	35.20	0.00
MA	000449	TORQUE WRENCH	05/01/95	33.99	0.00
MA	000446	SERVO TYPE 150	03/01/95	31.58	0.00
MA	000461	2000 LB 12' FC	09/01/95	29.83	0.00
MA	000460	MOBILE SCISSOR	09/01/95	28.93	0.00
MA	000458	5 RMC55-O-MATE	07/01/95	25.77	0.00
MA	000457	PALLET TRUCK	07/01/95	22.63	0.00
MA	000612	Collet Chuck wrench	01/04/06	10.86	0.00
Totals				2,887,513.80	523,508.13

SCHEDULE A

Intellectual Property

Patents:

Ctry	Title	Status	Applicant or Current Owner	App. No.	Filing Date	Patent. No.	Issue Date	Comments
US	Muffler joint	Granted	ADMC Holding, LLC	15/419158	1/30/17	10233815	3/19/19	
US	Device for bending profile members comprising tools for bending profile members and a tool for cutting said profile members	Pending	ADMC Holding, LLC	15/742966	1/9/18			
US	End cap seaming apparatus and method for seaming an end cap	Granted	ADMC Holding, LLC	14/918387	10/20/15	10005117	6/26/18	
US	Helix tool locking system	Granted	ADMC Holding, LLC	14/877782	10/7/15	10086424	10/2/18	
US	Device for bending profile sections such as tubes	Granted	ADMC Holding, LLC	14/768208	8/14/15	10076779	9/18/18	
US	Method for producing a jig for tubes having bent sections, and resulting jig	Granted	ADMC Holding, LLC	14/438042	4/23/15	9789591	10/17/17	
US	Bending die set, composed of a bend die post and wiper die post, for a rotary draw bending machine	Granted	AddisonMckee Inc.	29/555709	2/24/16	D803913	11/28/17	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO
US	Bending die set, composed of a bend die post and wiper die post, for a rotary draw bending machine	Granted	AddisonMckee Inc.	29/555705	2/24/16	D803912	11/28/17	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO
US	Tie bar tensioning system	Granted	AddisonMckee Inc.	15/018168	2/8/16	10252309	4/9/19	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO

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US	Tie bar tensioning system	Granted	AddisonMckee Inc.	14/448246	7/31/14	9751122	9/5/17	
US	Servo motor controlled hydraulic pump unit for tube end forming equipment	Granted	AddisonMckee Inc.	13/670722	11/7/12	9505049	11/29/16	
US	Clamp assembly for bend arm of tube bending machine	Granted	Eaton Leonard Robolix, Inc.	11/647046	12/8/06	7325431	2/5/08	Maintenance Fees late; final deadline 2/5/20
US	Clamp assembly for bend arm of tube bending machine	Granted	Eaton Leonard Robolix, Inc.	10/714368	11/14/03	7150175	12/19/06	

Trademarks:

Ctry	Trademark	Status	Current Owner	App. No.	Filing Date	Reg. No.	Reg. Date
US	ADDITION MT	Registered	ADMC Holding, LLC	86774159	9/30/15	5508903	7/3/18
US		Registered	ADMC Holding, LLC	86630708	5/15/15	5346680	11/28/17
US	ADDITION	Registered	ADMC Holding, LLC	86808591	11/3/15	5341280	11/21/17
US		Registered	ADMC Holding, LLC	86808599	11/3/15	5335954	11/14/17
US	ADDITIONEERING	Registered	ADMC Holding, LLC	86799034	10/26/15	5266663	8/15/17
US	ADDISONMCKEE	Registered	AddisonMckee Inc.	85656643	6/20/12	4382397	8/13/13
US		Registered	AddisonMckee Inc.	78490258	9/27/04	3089554	5/9/06
US		Registered	Eaton Leonard Robolix, Inc.	78462211	8/4/04	3106011	6/20/06
US	EATON LEONARD	Registered	Eaton Leonard Robolix, Inc.	78462208	8/4/04	3106010	6/20/06
US	LIGHTSPEED	Registered	Eaton Leonard Robolix, Inc.	78335765	12/3/03	2911059	12/14/04

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SCHEDULE 1.2

EXCLUDED ASSETS

The following assets, whether previously or currently owned by the Companies or whether currently or hereafter surrendered by the Companies to the Secured Party pursuant to that certain Agreement Regarding Surrender of Collateral between Secured Party and the Borrowers, unless expressly included in the Acquired Assets:

- (a) all cash, cash equivalents, bank deposits or similar cash items;
- (b) all accounts and notes receivable (the "Accounts Receivable"), it being understood and agreed by Secured Party that the intercompany note from Addition Manufacturing Technologies Mexico S de RL de CV in favor of Addition Manufacturing Technologies CA Inc. for \$1,200,000 will be sold to Buyer for \$1 by the Companies at Closing;
- (c) all customer deposits, if any;
- (d) any claim, right or interest in or to any refund, rebate, abatement or other recovery for Taxes, paid prior to Closing, together with any interest due thereon or penalty rebate arising therefrom;
- (e) all Tax Returns and financial statements and all records (including working papers) related thereto;
- (f) all minute books, organizational documents, stock registers and such other books and records pertaining to ownership, organization or existence of the Companies;
- (g) any personnel files pertaining to any employee or former employee of the Companies;
- (h) any tooling or other equipment owned by a third party;
- (i) all rights, claims, rights of set-off or causes of action against third parties;
- (j) all subrogation proceeds related to any insurance benefits arising from or relating to Acquired Assets prior to Closing;
- (k) all employee contracts, employee agreements and employee benefit plans;
- (l) assets owned by Addition Manufacturing Technologies Canada ULC, an Alberta unlimited liability corporation formerly known as AddisonMcKee Canada ULC;
- (m) assets owned by Addition Manufacturing Technologies U.K. Limited;
- (n) equity interests in Addition MT Holdings HK Limited;

(o) applicable law in Mexico may not permit the foreclosure and sale of the 50% of equity of Addition Manufacturing Technologies Mexico S de RL de CV owned by Addition Manufacturing Technologies CA Inc., a California corporation formerly known as Eaton Leonard Robolix, Inc., such equity shall be excluded from the Acquired Assets; and

(p) Borrowers' operating account at Lender and amounts in the operating account at Closing.

SCHEDULE 2.1

PURCHASE PRICE ALLOCATION

Inventory – US\$1,190,596.80

Fixed Assets – US\$209,403.20

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SCHEDULE 5.2(a)

BILL OF SALE

(See Attached)

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BILL OF SALE

THIS BILL OF SALE (this "*Bill of Sale*") is entered into as of January __, 2020 between The Huntington National Bank, a national banking association, as successor by merger to FirstMerit Bank, N.A., a national banking association ("Secured Party"), and Addition by Numalliance, Inc., a Delaware corporation (the "*Buyer*").

RECITALS:

A. Secured Party and Buyer have entered into that certain Secured Party Sale Agreement dated as of January 10, 2020 (the "Secured Party Sale Agreement") with respect to the sale of the Acquired Assets (as defined therein) to Buyer. The Secured Party Sale Agreement requires Secured Party and Buyer to enter into this Bill of Sale as a condition to the closing of the transactions contemplated by the Secured Party Sale Agreement.

B. Secured Party and Buyer desire to enter into this Bill of Sale to satisfy the requirements under the Secured Party Sale Agreement with regard to the foregoing.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party and Buyer agree as follows:

1. Incorporation of Secured Party Sale Agreement. The terms of the Secured Party Sale Agreement are hereby incorporated by reference as if fully set forth herein. All terms not otherwise defined herein shall have such meaning as set forth in the Sale Party Sale Agreement.

2. Transfer of the Acquired Assets. Secured Party hereby sells, transfers, grants, assigns, delivers and conveys to Buyer and its successors and permitted assigns, the respective Acquired Assets set forth in the Secured Party Sale Agreement, with such representations and warranties as specifically set forth in the Secured Party Sale Agreement.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS BILL OF SALE OR THE SECURED PARTY SALE AGREEMENT, SECURED PARTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE ACQUIRED ASSETS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND IMPLIED FITNESS. ALL SUCH PURCHASED ASSETS ARE PROVIDED ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS. BUYER ACKNOWLEDGES AND AGREES THAT SECURED PARTY HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND AND CHARACTER WHATSOEVER REGARDING THE ACQUIRED ASSETS OR THIS BILL OF SALE. NOTWITHSTANDING THE FOREGOING, THE SECURED PARTY WARRANTS THAT THE SECURITY INTERESTS IN THE ACQUIRED ASSETS THAT IT HAS FORECLOSED UPON IS VALID AND ENFORCEABLE AGAINST THE COMPANIES.

TO HAVE AND TO HOLD all of the Acquired Assets unto Buyer and its successors and permitted assigns for its and their own use forever.

3. Binding Effect; Governing Law. This Bill of Sale is executed by, and shall be binding upon, the parties hereto, and their respective successors and permitted assigns, for the uses and purposes set forth above, effective as of the date set forth above. This Bill of Sale shall be interpreted and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles or domicile of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first above written.

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

BUYER:

ADDITION BY NUMALLIANCE, INC.

By: _____
Name: _____
Title: _____

SCHEDULE 5.2(e)

EQUIPMENT PSA

(Sent under separate cover)

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made on January __, 2020 (the "**Purchase Date**"), by and between The Huntington National Bank, a national banking association, located at 525 Vine Street, 14th Floor, Cincinnati, Ohio 45202 ("**Seller**"), and Addition by Numalliance, Inc., a Delaware corporation ("**Buyer**"). In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **EQUIPMENT.** Pursuant to the terms and conditions set forth herein, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the equipment described on Exhibit A hereto (the "**Equipment**");
2. **PURCHASE PRICE.** The purchase price shall be Eight Hundred and Twenty Five Thousand dollars (\$825,000.00) ("**Purchase Price**"), plus all applicable sales or use taxes, and shall be payable to Seller in immediately available funds on the Purchase Date disbursed as follows:

Wire Instructions

ABA # 044000024
Account #: 01651130920
Account Name: HNB Equipment Finance
Reference: AMT Collateral Sale

3. **INDEMNIFICATION.** Buyer assumes the risk of liability for and hereby agrees to defend, indemnify and hold Seller safe and harmless from and against any and all liabilities, losses, damages, claims and expenses (including attorney's fees and legal expenses of every nature) arising out of or related to the Equipment on or after consummation of the purchase of the Equipment on the Purchase Date. Buyer shall bear all risk of loss or damage to the Equipment from any cause whatsoever on or after the consummation of the purchase of the Equipment on the Purchase Date.
4. **TITLE; DISCLAIMER OF WARRANTIES.** Upon Seller's receipt of the Purchase Price, all of Seller's rights, title and interest, if any, in and to the Equipment shall be transferred to Buyer on an "AS-IS," "WHERE-IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Seller, except that the Equipment shall be free and clear of all liens or other encumbrances arising by or through Seller. SELLER IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, NOR THE AGENT THEREOF, AND MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY OF THE EQUIPMENT, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS DESIGN OR CONDITION, ITS CAPACITY OR DURABILITY, THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE MANUFACTURE OR ASSEMBLY OF THE EQUIPMENT, OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, TITLE, OR PATENT INFRINGEMENTS, AND SELLER HEREBY DISCLAIMS ANY SUCH WARRANTY. SELLER IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN OR FAILURES IN THE OPERATION THEREOF. Seller shall deliver a bill of sale and such other documentation as Buyer may reasonably request to transfer all of Seller's rights, title and interest, if any, in and to the Equipment to Buyer in the manner prescribed herein.
5. **LEGAL ACTIONS; GOVERNING LAW.** Any action by either party against the other party for any cause of action arising under or in connection with this Agreement (other than a claim for indemnification pursuant to Section 3) shall be brought within one year after the Purchase Date. Seller shall be liable to Buyer only for its gross negligence or willful misconduct in failing to comply with any provision of this Agreement; Seller's liability for any such failure shall be limited to the actual loss suffered by Buyer directly resulting from such failure, but in no event shall Seller be liable to Buyer hereunder for an amount in excess of the amount of the Purchase Price actually received by Seller from Buyer; and in no event shall

either party to this Agreement have any liability to the other for incidental, consequential, punitive or exemplary damages. THIS AGREEMENT AND THE LEGAL RELATIONS OF THE PARTIES HERETO SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO PRINCIPLES REGARDING THE CHOICE OF LAW. BUYER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OHIO AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ITS OBLIGATIONS HEREUNDER, AND EXPRESSLY WAIVES ANY OBJECTIONS THAT IT MAY HAVE TO THE VENUE OF SUCH COURTS. BUYER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT.

6. **GENERAL PROVISIONS.** This Agreement represents the final agreement between the parties concerning the subject matter hereof, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties. Each party acknowledges and certifies that no such oral agreements exist. This Agreement may not be amended, nor may any rights under this Agreement be waived, except by an instrument in writing signed by the party against whom such amendment or waiver is asserted. The failure of either party at any time or times hereafter to require strict performance by the other party of any of the provisions, terms and conditions contained in this Agreement shall not waive, affect or diminish any right of the other party at any time or times hereafter to demand strict performance thereof. No rights of either party hereunder shall be deemed to have been waived by any act or knowledge of the other party, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer of either party and directed to the other party specifying such waiver. No waiver by either party of any of its rights on one occasion shall operate as a waiver of any other of its rights or any of its rights on a future occasion. This Agreement will not be binding on Seller until accepted and executed by Seller, notice of which is hereby waived by Buyer. Any demand or notice required or permitted to be given hereunder shall be deemed effective when deposited in the United States mail, and sent by certified mail, return receipt requested, postage prepaid, addressed to Seller or to Buyer at the addresses set forth herein, or to such other address as may be hereafter provided by the party to be notified by written notice complying with the provisions hereof. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement; furthermore, the entirety of this Agreement shall continue in full force and effect in all other jurisdictions and said remaining portions of this Agreement shall continue in full force and effect in the subject jurisdiction as if this Agreement had been executed with the invalid portions thereof deleted. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument and agreement. Time is of the essence in the payment and performance of all of the obligations hereunder. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement. NEITHER BUYER NOR SELLER SHALL ASSIGN OR DELEGATE ITS RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. Each reference herein to "Seller" or "Buyer" shall be deemed to include its respective successors and permitted assigns.

7. **EXPENSES.** Each of the parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal and accounting fees.

[Signatures appear on the following page]

Executed and delivered by duly authorized representatives of the parties hereto as of the Purchase Date.

Seller:
The Huntington National Bank

Buyer:
Addition by Numalliance, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

See attached.

121661751.1

<u>Schedule #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
57041-005	1996	LeBlond Makino	RMC55A10	CNC Vertical Machine Center: 8000 rpm Spindle, 14.75" x 31.5" L, Table size 21.62" X-indexer, and Fanuc Model OM CNC Control	K1315A
57041-005	1997	Haas	VF-3	CNC Vertical Machining Center. 15 hp, 0-10,000 rpm Range, 18" W x 48" L Table size, 40.0" X-, 20.0 Y, and 30.0" Z axis, Travel, 20 Position Automatic Tool Changer, with 12.5" D Chuck, Kurt Machinist Vise, Chip Conveyor, thrush spindle coolant and Fanuc CNC	11745
57041-005	1999	Doosan	V420T	Twin-Spindle CNV Vertical Turret Lathe. 0-2500 rpm Range, 10"D x 12:L Max. part size, 13.5" X and 16.5" Z-Axis Travel with (2) 12 Position Tool Turrets, (2) 3-Jaw Chucks/ (2) Jorgensen Chip Conveyors, Fanuc Model Series 18-T CNC Control.	LTC1047
57041-005	1999	Haas	VF-3	CNC Vertical Machining Center. 30 hp, 0 - 10,000 rpm Range, 18.0"W x 48,0"L Table size, 40.0"X-, 20.0"Y-, and 30.0" Z-Axis Travel, 30 Position Automatic Tool Changer, with Kurt Machinist Vise/ Haas, Indexer, 3-Jaw Chuck, 12.0"D, Chip Conveyor, Thru Spindle Coolant, and Fanuc CNC Control	16343
57041-005	1999	Toyoda	FA800	CNC Horizontal Machining Center, 53.1" X-, 45.2"Y-, and 45.2:Z-Axis Travel 31,5"x31.5" Table, 35-6000 rpm Spindle Speed, Dual Pallet System, 5500 lb., Load capacity/ Pallet, with 120-Positlon Automatic Tool Changer, sound enclosure, GE Fanuc Model Series 161-M CNC Controls, Chip Conveyor, and coolant system	NM8818

57041-005	2001	Doosan	Z290S	Dual Spindle CNC Turret lathe, 40-4000 rpm Range, 11.42" D x 22.83"L Maximum Part Size, 6.3" X-Axis and 23.62" Z-Axis (Upper Turret) Travel, 5.43" X-Axis, and 23.62 Z-Axis (Lower Turret) Travel, 2" Bar Capacity, 12-Position and 8-Position, Tool Turrets, with Turbo Systems Model 5475-8845 Chip Conveyor and Fanuc Model Series 18-T CNC control.	LXB-1009
57041-005	2004	Mazak	QTN-100	CNC Horizontal Turning Center, 0 to 6000 rpm Range, 6' Chuck, 2" Bar Capacity, 21.6" Swing, with 12-Position Tool Turret, Chip Conveyor, Coolant System, Model Mazatrol 640T Nexus CNC Controls/ and LNS Model QL Servo S3 Bar Feeder	311175587
57041-005	2005	Mazak	QTN-250	CNC Horizontal Turning Center, 0 - 4000 rpm Range, 10" Chuck, 3" Bar Capacity, 24" Swing. with 12-Position Tool Turret, Model Mazatrol 640T Nexus CNC Controls, Chip Conveyor, and LNS Model QL Servo S2 Bar Feeder (Bar Feeder not Installed)	178447
57041-005	2006	Mazak	VCN-410A	CNC Vertical Machining Center, 12,000 rpm Spindle, 22" X-, 16.1 Y-, and 20.08" Z-Axis, Travel, 1,100 lb., Table Load Capacity, 35.4" x 16.1" Table, 30-Position Automatic Tool Changer, with Chip Conveyor, Rotary Indexer, and Model Mazatrol 640M Nexus CNC Control	184260
57041-005	2008	Haas	VF-1B	CNC Vertical Machining Center, 20 hp, 7500 rpm, 3000 lb., Table capacity, 14"x26" Table Size, 20" X-, 16 y-, and 20" Z-Axis travel, 20-Position Automatic Tool Changer, 40-Taper, with Chip Conveyor, Coolant System, CNC Controls, and Renishaw Probing	1070939

57041-005	2008	Haas	VF-1B	CNC Vertical Machining Center, 20 hp, 7500 rpm Spindle, 3000 lb. Table Capacity, 14" x 26" Table Size, 20" X-, 16" Y-, and 20" Z-Axis Travel, 20-Position Automatic Tool Changer, 40- Taper, with Chip Conveyor, Coolant Systems, CNC Controls, and (2) Kurt Machinist Vises.	1070938
57041-005	2013	Acer	3VS-II	Acer 3VS-II E-Mill Vertical Milling Machine with standard accessories	N13010001
57041-005	2013	Acer	3VS-II	Acer 3VS-II E-Mill Vertical Milling Machine with standard accessories	N13010002
57041-005	2013	Acer	3VS-II	Acer 3VS-II E-Mill Vertical Milling Machine with standard accessories	N13010003
57041-005	2013	Toyoda	FV 1565-50	Toyoda FV 1565-50 Vertical Machining Center with all accessories and attachments	12022
57041-005	2013	Feeler	VB-1650	New Feeler VB-1650 50 Taper Heavy Duty Vertical Machining Center with attachments, replacements, upgrades, parts, substitutions, additions, repairs and accessories.	VE 117
57041-005	2014	Hurco	VMX42i	Hurco VMX42i Vertical Machining Center	M4441602834GEDAH
57041-005		Various	Various	All other CNC, Plant/Warehouse, Manual, R&D, Welding/Grinding, Assembly Weld and Quality Control areas.	Various
57041-006	2014	Mazak	QTN 250	New Mazak QTN 250 40" Horizontal NC Lathe with all standard equipment	259369
57041-006	2014	Planotec	1632NC	New Planotec 3 Axis Fully Automatic Saddle Type Hydraulic Surface Grinder including Electromagnetic chuck & control & coolant system	EPH14001
57041-006	2014	Hurco	VMX42i	New Hurco Vertical Machining Center	M4421601364GFDAH
57041-006	2014	Mazak	QTN 450	New Mazak QTN 450 40" Horizontal NC Lathe with all standard equipment	259162
57041-007	2015	Mazak	QTN 350	New Mazak Horizontal Late QTN 350 60"	262358

57041-007	2015	Tykma	VSE20	New Tykma Vero SE 20/20 Watt Laser	MLMA15041127
57041-007	2015	Hurco	MVX50i	New Hurco MVX50i Vertical Machining Center	M5431600335KFDAS
57041-007	2015	Hurco	MVX24i	New Hurco MVX24i Vertical Machining Center	M2431600515GFDCH
57041-007				New Overhead Crane	J01-13287CS

SCHEDULE 5.3(a)

ASSIGNMENT OF IP

(Sent under separate cover)

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of January ___, 2020, is made by and between **THE HUNTINGTON NATIONAL BANK**, a national banking association as successor by merger to FirstMerit Bank, N.A., a national banking association ("Assignor"), and **ADDITION BY NUMALLIANCE, INC.**, a Delaware corporation ("Assignee"), pursuant to that certain Secured Party Sale Agreement, dated as of January 10, 2020, by and among Assignee and Assignor (as may be amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

RECITAL:

WHEREAS, pursuant to the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, are incorporated herein by this reference), Assignor has agreed to assign, transfer, convey, and deliver to Assignee, among the Acquired Assets, certain intellectual property of the Companies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the parties hereto (each, a "Party" and together, the "Parties") hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby assumes, accepts, and receives all of Assignor's right, title and interest in and to intellectual property, records, manuals, phone numbers, web pages, tradenames and customer lots including, without limitation, the items identified on the attached Schedule A (collectively, the "Intellectual Property Assets").
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdiction (domestic or foreign) to record and register this Agreement upon request by Assignee.
3. Law; Dispute Resolution. This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut. Each Party agrees that any claim, controversy, or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 9.3 of the Purchase Agreement.

4. Further Assurances. On and following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents) as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

5. Entire Agreement. This Agreement, the Exhibits hereto, the Purchase Agreement, and the other documents and agreements contemplated hereby and thereby contain the entire agreement between the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

6. Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Severability. If any term or other provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8. Recital. The recital to this Agreement is hereby incorporated by reference into this Agreement.

9. Counterparts. This Agreement may be executed electronically and/or in any number of counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS.]

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

ASSIGNEE:

Addition by Numalliance, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNOR:

The Huntington National Bank

By: _____
Name: _____
Title: _____

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[Signature Page to Intellectual Property Assignment Agreement]

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SCHEDULE A

Intellectual Property

Patents:

Ctry	Title	Status	Applicant or Current Owner	App. No.	Filing Date	Patent No.	Issue Date	Comments
US	Muffler joint	Granted	ADMC Holding, LLC	15/419158	1/30/17	10233815	3/19/19	
US	Device for bending profile members comprising tools for bending profile members and a tool for cutting said profile members	Pending	ADMC Holding, LLC	15/742966	1/9/18			
US	End cap seaming apparatus and method for seaming an end cap	Granted	ADMC Holding, LLC	14/918387	10/20/15	10005117	6/26/18	
US	Helix tool locking system	Granted	ADMC Holding, LLC	14/877782	10/7/15	10086424	10/2/18	
US	Device for bending profile sections such as tubes	Granted	ADMC Holding, LLC	14/768208	8/14/15	10076779	9/18/18	
US	Method for producing a jig for tubes having bent sections, and resulting jig	Granted	ADMC Holding, LLC	14/438042	4/23/15	9789591	10/17/17	
US	Bending die set, composed of a bend die post and wiper die post, for a rotary draw bending machine	Granted	AddisonMckee Inc.	29/555709	2/24/16	D803913	11/28/17	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO

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US	Bending die set, composed of a bend die post and wiper die post, for a rotary draw bending machine	Granted	AddisonMckee Inc.	29/555705	2/24/16	D803912	11/28/17	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO
US	Tie bar tensioning system	Granted	AddisonMckee Inc.	15/018168	2/8/16	10252309	4/9/19	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO
US	Tie bar tensioning system	Granted	AddisonMckee Inc.	14/448246	7/31/14	9751122	9/5/17	
US	Servo motor controlled hydraulic pump unit for tube end forming equipment	Granted	AddisonMckee Inc.	13/670722	11/7/12	9505049	11/29/16	
US	Clamp assembly for bend arm of tube bending machine	Granted	Eaton Leonard Robolix, Inc.	11/647046	12/8/06	7325431	2/5/08	Maintenance Fees late; final deadline 2/5/20
US	Clamp assembly for bend arm of tube bending machine	Granted	Eaton Leonard Robolix, Inc.	10/714368	11/14/03	7150175	12/19/06	

Trademarks:

Ctry	Trademark	Status	Current Owner	App. No.	Filing Date	Reg. No.	Reg. Date
US	ADDITION MT	Registered	ADMC Holding, LLC	86774159	9/30/15	5508903	7/3/18
US	ADDITION Manufacturing Technologies	Registered	ADMC Holding, LLC	86630708	5/15/15	5346680	11/28/17

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US	ADDITION	Registered	ADMC Holding, LLC	86808591	11/3/15	5341280	11/21/17
US	ADDITION	Registered	ADMC Holding, LLC	86808599	11/3/15	5335954	11/14/17
US	ADDITIONEERING	Registered	ADMC Holding, LLC	86799034	10/26/15	5266663	8/15/17
US	ADDISONMCKEE	Registered	AddisonMckee Inc.	85656643	6/20/12	4382397	8/13/13
US		Registered	AddisonMckee Inc.	78490258	9/27/04	3089554	5/9/06
US		Registered	Eaton Leonard Robolix, Inc.	78462211	8/4/04	3106011	6/20/06
US	EATON LEONARD	Registered	Eaton Leonard Robolix, Inc.	78462208	8/4/04	3106010	6/20/06
US	LIGHTSPEED	Registered	Eaton Leonard Robolix, Inc.	78335765	12/3/03	2911059	12/14/04

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FIRST AMENDMENT TO SECURED PARTY SALE AGREEMENT

THIS FIRST AMENDMENT TO SECURED PARTY SALE AGREEMENT (this "Amendment"), dated January 15, 2020, is made by and between The Huntington National Bank, a national banking association, as successor by merger to FirstMerit Bank, N.A., a national banking association ("Secured Party"), and Numalliance S.A.S., a French limited company, or its wholly owned assignee, Addition by Numalliance, Inc., a Delaware corporation (together "Buyer"). Capitalized terms used in this Agreement are defined in the Secured Party Sale Agreement dated as of January 10, 2020, by and among Secured Party and Buyer (the "Secured Party Sale Agreement").

RECITALS

WHEREAS, Buyer desires to purchase the Acquired Assets from Secured Party, and Secured Party desires to sell to Buyer the Acquired Assets, all in the manner and subject to the terms and conditions set forth in the Secured Party Sale Agreement, as amended by the specific terms of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Buyer hereby agree as follows:

1. Section 2.1. Section 2.1 of the Secured Party Sale Agreement is deleted in its entirety and replaced with the following:

Consideration. The aggregate purchase price (the "Purchase Price") for the Acquired Assets shall be an amount equal to US \$1,350,000.00, as allocated as set forth on Schedule 2.1, which shall be paid by Buyer to Secured Party at Closing such that Secured Party actually receives the Purchase Price on or before 5:00 pm (Eastern Time) on January 16, 2020.¹

2. Buyer acknowledges and agrees that the Exclusivity Payment has been paid by Buyer and has been received by Secured Party and that the Exclusivity Payment is non-refundable and the property of Secured Party.

3. Section 5.1. Section 5.1 of the Secured Party Sale Agreement is deleted in its entirety and replaced with the following:

Closing The consummation of the transactions contemplated by this Agreement (the "Closing") shall occur after the satisfaction or waiver of the conditions precedent set forth in Sections 5.2 and 5.3 on or before January 16, 2020 (the "Closing Date").

¹ Buyer acknowledges and agrees that the Purchase Price is in addition to the purchase price for the equipment referenced in Section 5.2(e) of the Secured Party Sale Agreement and that Buyer shall have delivered to Secured Party the Purchase and Sale Agreement attached to the Secured Party Sale Agreement as Schedule 5.2(e), duly executed by Buyer, and Buyer shall have paid Secured Party the \$US \$825,000.00 purchase price due under the Equipment PSA such that it is received by Secured Party simultaneously with the Purchase Price paid under the Secured Party Sale Agreement.

4. Section 8.1. Section 8.1 of the Secured Party Sale Agreement is deleted in its entirety and replaced with the following:

Conditions of Termination. This Agreement may be terminated only in accordance with this Section 8.1 at any time before the Closing as follows:

- (a) By mutual consent of Secured Party and Buyer;
- (b) By either Buyer or Secured Party by written notice to the other party if the Closing shall not have occurred on or before January 16, 2020;
- (c) By Secured Party, upon notice to Buyer, or by Buyer, upon notice to Secured Party, if any injunction or other order contemplated by Sections 5.2(c) and 5.3(c) shall have become effective; provided, however, that the party seeking to terminate this Agreement pursuant to this Section 8.1(c) has used its commercially reasonable efforts to remove such injunction or other order;
- (d) By Buyer, upon notice to Secured Party, if Secured Party has failed to perform a covenant set forth in this Agreement or is otherwise in breach of this Agreement; and
- (e) By Secured Party, upon notice to Buyer, if Buyer has failed to perform a covenant set forth in this Agreement, or is otherwise in breach of this Agreement.

5. Miscellaneous.

(a) Successors and Assigns. This Amendment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto; provided, neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Amendment without the prior written consent of the other party hereto.

(b) Governing Law; Jurisdiction. This Amendment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Ohio, without regard to conflicts of laws principles. The parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court in the State of Ohio having competent jurisdiction.

(c) Modifications to Secured Party Sale Agreement. Except as amended herein, the Secured Party Sale Agreement shall remain in full force and effect as originally executed.

(d) Expenses. Each of the parties shall pay its own expenses in connection with this Amendment and the transactions contemplated hereby.

(e) Severability In the event that any part of this Amendment is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Amendment and the Secured Party Sale Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby.

(f) Entire Agreement. This Amendment and the documents delivered in connection herewith contain the entire understanding between the parties with respect to the transactions

contemplated herein and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

(g) No Third Party Beneficiaries. Nothing in this Amendment is intended to or shall confer any rights or remedies under or by reason of this Amendment on any Persons other than Secured Party and Buyer and their respective successors and permitted assigns. Nothing in this Amendment is intended to or shall relieve or discharge the obligation or liability of any third party to Secured Party or to Buyer.

(h) Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

(i) Construction. Any reference to any law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. Any reference to the singular in this Amendment shall also include the plural and vice versa. The article and section headings in this Amendment are for reference purposes only and shall not affect the meaning or interpretation of this Amendment.

(j) Amendments; Waivers. This Amendment may be amended or modified only by a written instrument executed by Buyer and Secured Party, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision contained in this Amendment shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision of this Amendment.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO SECURED PARTY SALE AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

SECURED PARTY:

THE HUNTINGTON NATIONAL
BANK

By: _____

Name: Dennis Hatvany

Title: Senior Vice President

BUYER:

NUMALLIANCE S.A.S.

By: _____

Name: Joel Etienne

Title: President

ADDITION BY NUMALLIANCE, INC.
a Delaware corporation

By: _____

Name: Joel Etienne

Title: Authorized Signatory

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO SECURED PARTY SALE AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

SECURED PARTY:

THE HUNTINGTON NATIONAL
BANK

By: _____
Name: Elizabeth Murray
Title: Senior Vice President

BUYER:

NUMALLIANCE S.A.S.

By: _____
Name: Joel Etienne
Title: President

ADDITION BY NUMALLIANCE, INC.
a Delaware corporation

By: _____
Name: Joel Etienne
Title: Authorized Signatory

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SCHEDULE 2.1

PURCHASE PRICE ALLOCATION

Inventory – US\$1,165,596.80

Fixed Assets – US\$184,403.20

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made on January 16, 2020 (the "**Purchase Date**"), by and between The Huntington National Bank, a national banking association, located at 525 Vine Street, 14th Floor, Cincinnati, Ohio 45202 ("**Seller**"), and Addition by Numalliance, Inc., a Delaware corporation ("**Buyer**"). In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **EQUIPMENT.** Pursuant to the terms and conditions set forth herein, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the equipment described on Exhibit A hereto (the "**Equipment**"):
2. **PURCHASE PRICE.** The purchase price shall be Eight Hundred and Twenty Five Thousand dollars (\$825,000.00) ("**Purchase Price**"), plus all applicable sales or use taxes, and shall be payable to Seller in immediately available funds on the Purchase Date disbursed as follows:

Wire Instructions

ABA # 044000024
Account #: 01651130920
Account Name: HNB Equipment Finance
Reference: AMT Collateral Sale

3. **INDEMNIFICATION.** Buyer assumes the risk of liability for and hereby agrees to defend, indemnify and hold Seller safe and harmless from and against any and all liabilities, losses, damages, claims and expenses (including attorney's fees and legal expenses of every nature) arising out of or related to the Equipment on or after consummation of the purchase of the Equipment on the Purchase Date. Buyer shall bear all risk of loss or damage to the Equipment from any cause whatsoever on or after the consummation of the purchase of the Equipment on the Purchase Date.
4. **TITLE; DISCLAIMER OF WARRANTIES.** Upon Seller's receipt of the Purchase Price, all of Seller's rights, title and interest, if any, in and to the Equipment shall be transferred to Buyer on an "AS-IS," "WHERE-IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Seller, except that the Equipment shall be free and clear of all liens or other encumbrances arising by or through Seller. SELLER IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, NOR THE AGENT THEREOF, AND MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY OF THE EQUIPMENT, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS DESIGN OR CONDITION, ITS CAPACITY OR DURABILITY, THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE MANUFACTURE OR ASSEMBLY OF THE EQUIPMENT, OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, TITLE, OR PATENT INFRINGEMENTS, AND SELLER HEREBY DISCLAIMS ANY SUCH WARRANTY. SELLER IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN OR FAILURES IN THE OPERATION THEREOF. Seller shall deliver a bill of sale and such other documentation as Buyer may reasonably request to transfer all of Seller's rights, title and interest, if any, in and to the Equipment to Buyer in the manner prescribed herein.
5. **LEGAL ACTIONS; GOVERNING LAW.** Any action by either party against the other party for any cause of action arising under or in connection with this Agreement (other than a claim for indemnification pursuant to Section 3) shall be brought within one year after the Purchase Date. Seller shall be liable to Buyer only for its gross negligence or willful misconduct in failing to comply with any provision of this Agreement; Seller's liability for any such failure shall be limited to the actual loss suffered by Buyer directly resulting from such failure, but in no event shall Seller be liable to Buyer hereunder for an amount in excess of the amount of the Purchase Price actually received by Seller from Buyer; and in no event shall

either party to this Agreement have any liability to the other for incidental, consequential, punitive or exemplary damages. THIS AGREEMENT AND THE LEGAL RELATIONS OF THE PARTIES HERETO SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO PRINCIPLES REGARDING THE CHOICE OF LAW. BUYER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OHIO AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ITS OBLIGATIONS HEREUNDER, AND EXPRESSLY WAIVES ANY OBJECTIONS THAT IT MAY HAVE TO THE VENUE OF SUCH COURTS. BUYER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT.

6. **GENERAL PROVISIONS.** This Agreement represents the final agreement between the parties concerning the subject matter hereof, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties. Each party acknowledges and certifies that no such oral agreements exist. This Agreement may not be amended, nor may any rights under this Agreement be waived, except by an instrument in writing signed by the party against whom such amendment or waiver is asserted. The failure of either party at any time or times hereafter to require strict performance by the other party of any of the provisions, terms and conditions contained in this Agreement shall not waive, affect or diminish any right of the other party at any time or times hereafter to demand strict performance thereof. No rights of either party hereunder shall be deemed to have been waived by any act or knowledge of the other party, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer of either party and directed to the other party specifying such waiver. No waiver by either party of any of its rights on one occasion shall operate as a waiver of any other of its rights or any of its rights on a future occasion. This Agreement will not be binding on Seller until accepted and executed by Seller, notice of which is hereby waived by Buyer. Any demand or notice required or permitted to be given hereunder shall be deemed effective when deposited in the United States mail, and sent by certified mail, return receipt requested, postage prepaid, addressed to Seller or to Buyer at the addresses set forth herein, or to such other address as may be hereafter provided by the party to be notified by written notice complying with the provisions hereof. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement; furthermore, the entirety of this Agreement shall continue in full force and effect in all other jurisdictions and said remaining portions of this Agreement shall continue in full force and effect in the subject jurisdiction as if this Agreement had been executed with the invalid portions thereof deleted. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument and agreement. Time is of the essence in the payment and performance of all of the obligations hereunder. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement. NEITHER BUYER NOR SELLER SHALL ASSIGN OR DELEGATE ITS RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. Each reference herein to "Seller" or "Buyer" shall be deemed to include its respective successors and permitted assigns.

[Signatures appear on the following page]

Executed and delivered by duly authorized representatives of the parties hereto as of the Purchase Date.

Seller:
The Huntington National Bank

By: [Signature]
Name: Brendey L. Smith
Title: SVP

Buyer:
Addition by Numalliance, Inc.

By: _____
Name: _____
Title: _____

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Executed and delivered by duly authorized representatives of the parties hereto as of the Purchase Date.

Seller:
The Huntington National Bank

By: _____

Name: _____

Title: _____

Buyer:
Addition by Numalliance, Inc.

By: _____

Name: Joel ETIENNE

Title: Authorized Signatory

EXHIBIT A

Schedule #	Year	Make	Model	Description	Serial Number
57041-005	1996	LeBlond Makino	RMC55A10	CNC Vertical Machine Center: 8000 rpm Spindle, 14.75" x 31.5" L, Table size 21.62" X-Indexer, and Fanuc Model OM CNC Control	K1315A
57041-005	1997	Haas	VF-3	CNC Vertical Machining Center. 15 hp, 0-10,000 rpm Range, 18" W x 48" L Table size, 40.0" X-, 20.0 Y, and 30.0" Z axis, Travel, 20 Position Automatic Tool Changer, with 12.5" D Chuck, Kurt Machinist Vise, Chip Conveyor, thru spindle coolant and Fanuc CNC	11745
57041-005	1999	Doosan	V420T	Twin-Spindle CNV Vertical Turret Lathe. 0-2500 rpm Range, 10"D x 12:L Max. part size, 13.5" X and 16.5" Z-Axis Travel with (2) 12 Position Tool Turrets, (2) 3-Jaw Chucks/ (2) Jorgensen Chip Conveyors, Fanuc Model Series 18-T CNC Control.	LTC1047
57041-005	1999	Haas	VF-3	CNC Vertical Machining Center. 30 hp, 0 - 10,000 rpm Range; 18.0"W x 48.0"L Table size, 40.0"X-, 20.0"Y-, and 30.0" Z-Axis Travel, 30 Position Automatic Tool Changer, with Kurt Machinist Vise/ Haas, Indexer, 3-Jaw Chuck, 12.0"D, Chip Conveyor, Thru Spindle Coolant, and Fanuc CNC Control	16343
57041-005	1999	Toyoda	FA800	CNC Horizontal Machining Center, 53.1" X-, 45.2"Y-, and 45.2:Z-Axis Travel 31.5"x31.5" Table, 35-6000 rpm Spindle Speed, Dual Pallet System, 5500 lb., Load capacity/ Pallet, with 120-Position Automatic Tool Changer, sound enclosure, GE Fanuc Model Series 161-M CNC Controls, Chip Conveyor, and coolant system	NM8818

57041-005	2001	Doosan	Z290S	Dual Spindle CNC Turret lathe, 40-4000 rpm Range, 11.42" D x 22.83"L Maximum Part Size, 6.3" X-axis and 23.62" Z-Axis (Upper Turret) Travel, 5.43" X-axis, and 23.62 Z-Axis (Lower Turret) Travel, 2" Bar Capacity, 12-Position and 8-Position, Tool Turrets, with Turbo Systems Model 5475-8845 Chip Conveyor and Fanuc Model Series 18-T CNC control.	LXB-1009
57041-005	2004	Mazak	QTN-100	CNC Horizontal Turning Center, 0 to 6000 rpm Range, 6" Chuck, 2" Bar Capacity, 21.6" Swing, with 12-Position Tool Turret, Chip Conveyor, Coolant System, Model Mazatrol 640T Nexus CNC Controls/ and LNS Model QL Servo S3 Bar Feeder	311175587
57041-005	2005	Mazak	QTN-250	CNC Horizontal Turning Center, 0 - 4000 rpm Range, 10" Chuck, 3" Bar Capacity, 24" Swing, with 12-Position Tool Turret, Model Mazatrol 640T Nexus CNC Controls, Chip Conveyor, and LNS Model QL Servo S2 Bar Feeder (Bar Feeder not Installed)	178447
57041-005	2006	Mazak	VCN-410A	CNC Vertical Machining Center, 12,000 rpm Spindle, 22" X-, 16.1 Y-, and 20.08" Z-Axis, Travel, 1,100 lb., Table Load Capacity, 35.4" x 16.1" Table, 30-Position Automatic Tool Changer, with Chip Conveyor, Rotary Indexer, and Model Mazatrol 640M Nexus CNC Control	184260
57041-005	2008	Haas	VF-1B	CNC Vertical Machining Center, 20 hp, 7500 rpm, 3000 lb., Table capacity, 14"x26" Table Size, 20" X, 16 y-, and 20" Z-Axis travel, 20-Position Automatic Tool Changer, 40-Taper, with Chip Conveyor, Coolant System, CNC Controls, and Renishaw Probing	1070939

57041-005	2008	Haas	VF-1B	CNC Vertical Machining Center, 20 hp, 7500 rpm Spindle, 3000 lb. Table Capacity, 14" x 26" Table Size, 20" X-, 16" Y-, and 20" Z-Axis Travel, 20-Position Automatic Tool Changer, 40- Taper, with Chip Conveyor, Coolant Systems, CNC Controls, and (2) Kurt Machinist Vises.	1070938
57041-005	2013	Acer	3VS-II	Acer 3VS-II E-Mill Vertical Milling Machine with standard accessories	N13010001
57041-005	2013	Acer	3VS-II	Acer 3VS-II E-Mill Vertical Milling Machine with standard accessories	N13010002
57041-005	2013	Acer	3VS-II	Acer 3VS-II E-Mill Vertical Milling Machine with standard accessories	N13010003
57041-005	2013	Toyoda	FV 1565-50	Toyoda FV 1565-50 Vertical Machining Center with all accessories and attachments	12022
57041-005	2013	Feeler	VB-1650	New Feeler VB-1650 50 Taper Heavy Duty Vertical Machining Center with attachments, replacements, upgrades, parts, substitutions, additions, repairs and accessories.	VE 117
57041-005	2014	Hurco	VMX42i	Hurco VMX42i Vertical Machining Center	M4441602834GEDAH
57041-005		Various	Various	All other CNC, Plant/Warehouse, Manual, R&D, Welding/Grinding, Assembly Weld and Quality Control areas.	Various
57041-006	2014	Mazak	QTN 250	New-Mazak QTN 250 40" Horizontal NC Lathe with all standard equipment	259369
57041-006	2014	Planotec	1632NC	New Planotec 3 Axis Fully Automatic Saddle Type Hydraulic Surface Grinder including Electromagnetic chuck & control & coolant system	EPH14001
57041-006	2014	Hurco	VMX42i	New Hurco Vertical Machining Center	M4421601364GFDAH
57041-006	2014	Mazak	QTN 450	New Mazak QTN 450 40" Horizontal NC Lathe with all standard equipment	259162
57041-007	2015	Mazak	QTN 350	New Mazak Horizontal Late QTN 350 60"	262358

57041-007	2015	Tykma	VSE20	New Tykma Vero SE 20/20 Watt Laser	MLMA15041127
57041-007	2015	Hurco	MVX50i	New Hurco MVX50i Vertical Machining Center	M5431600335KFDAS
57041-007	2015	Hurco	MVX24i	New Hurco MVX24i Vertical Machining Center	M2431600515GFDCH
57041-007				New Overhead Crane	J01-13287CS

BILL OF SALE

THIS BILL OF SALE (this "*Bill of Sale*") is entered into as of January 16, 2020 between The Huntington National Bank, a national banking association, as successor by merger to FirstMerit Bank, N.A., a national banking association ("Secured Party"), and Addition by Numalliance, Inc., a Delaware corporation (the "*Buyer*").

RECITALS:

A. Secured Party and Buyer have entered into that certain Secured Party Sale Agreement dated as of January 10, 2020 (the "Secured Party Sale Agreement") with respect to the sale of the Acquired Assets (as defined therein) to Buyer. The Secured Party Sale Agreement requires Secured Party and Buyer to enter into this Bill of Sale as a condition to the closing of the transactions contemplated by the Secured Party Sale Agreement.

B. Secured Party and Buyer desire to enter into this Bill of Sale to satisfy the requirements under the Secured Party Sale Agreement with regard to the foregoing.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party and Buyer agree as follows:

1. Incorporation of Secured Party Sale Agreement. The terms of the Secured Party Sale Agreement are hereby incorporated by reference as if fully set forth herein. All terms not otherwise defined herein shall have such meaning as set forth in the Sale Party Sale Agreement.

2. Transfer of the Acquired Assets. Secured Party hereby sells, transfers, grants, assigns, delivers and conveys to Buyer and its successors and permitted assigns, the respective Acquired Assets set forth in the Secured Party Sale Agreement, with such representations and warranties as specifically set forth in the Secured Party Sale Agreement.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS BILL OF SALE OR THE SECURED PARTY SALE AGREEMENT, SECURED PARTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE ACQUIRED ASSETS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND IMPLIED FITNESS. ALL SUCH PURCHASED ASSETS ARE PROVIDED ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS. BUYER ACKNOWLEDGES AND AGREES THAT SECURED PARTY HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND AND CHARACTER WHATSOEVER REGARDING THE ACQUIRED ASSETS OR THIS BILL OF SALE. NOTWITHSTANDING THE FOREGOING, THE SECURED PARTY WARRANTS THAT THE SECURITY INTERESTS IN THE ACQUIRED ASSETS THAT IT HAS FORECLOSED UPON IS VALID AND ENFORCEABLE AGAINST THE COMPANIES.

TO HAVE AND TO HOLD all of the Acquired Assets unto Buyer and its successors and permitted assigns for its and their own use forever.

3. Binding Effect; Governing Law. This Bill of Sale is executed by, and shall be binding upon, the parties hereto, and their respective successors and permitted assigns, for the uses and purposes set forth above, effective as of the date set forth above. This Bill of Sale shall be interpreted and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles or domicile of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first above written.

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: *Dennis Hartman*
Name: *Dennis Hartman*
Title: *Senior Vice President*

BUYER:

ADDITION BY NUMALLIANCE, INC.

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first above written.

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

BUYER:

ADDITION BY NUMALLIANCE, INC.

By: _____
Name: Joel B. BROWN
Title: Authorized Signatory

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of January 16, 2020, is made by and between **THE HUNTINGTON NATIONAL BANK**, a national banking association as successor by merger to FirstMerit Bank, N.A., a national banking association ("Assignor"), and **ADDITION BY NUMALLIANCE, INC.**, a Delaware corporation ("Assignee"), pursuant to that certain Secured Party Sale Agreement, dated as of January 10, 2020, by and among Assignee and Assignor (as may be amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

RECITAL:

WHEREAS, pursuant to the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, are incorporated herein by this reference), Assignor has agreed to assign, transfer, convey, and deliver to Assignee, among the Acquired Assets, certain intellectual property of the Companies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the parties hereto (each, a "Party" and together, the "Parties") hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby assumes, accepts, and receives all of Assignor's right, title and interest in and to intellectual property, records, manuals, phone numbers, web pages, tradenames and customer lots including, without limitation, the items identified on the attached Schedule A (collectively, the "Intellectual Property Assets").

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdiction (domestic or foreign) to record and register this Agreement upon request by Assignee.

3. Law; Dispute Resolution. This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut. Each Party agrees that any claim, controversy, or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 9.3 of the Purchase Agreement.

4. Further Assurances. On and following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents) as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

5. Entire Agreement. This Agreement, the Exhibits hereto, the Purchase Agreement, and the other documents and agreements contemplated hereby and thereby contain the entire agreement between the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

6. Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Severability. If any term or other provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8. Recital. The recital to this Agreement is hereby incorporated by reference into this Agreement.

9. Counterparts. This Agreement may be executed electronically and/or in any number of counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS.]

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

ASSIGNEE:

Addition by Numalliance, Inc.,
a Delaware corporation

By: 

Name: JOEL BTIGNE

Title: Authorized Signatory

ASSIGNOR:

The Huntington National Bank

By: _____

Name: _____

Title: _____

{8401082.3 }

[Signature Page to Intellectual Property Assignment Agreement]

121660828.2

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

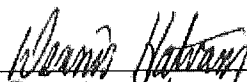
ASSIGNEE:

Addition by Numalliance, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNOR:

The Huntington National Bank

By:  _____
Name: Dennis Natrany
Title: Senior Vice President

(8401082:3)

[Signature Page to Intellectual Property Assignment Agreement]

121660828.2

SCHEDULE A

Intellectual Property


Patents:

Ctry	Title	Status	Applicant or Current Owner	App. No.	Filing Date	Patent. No.	Issue Date	Comments
US	Muffler joint	Granted	ADMC Holding, LLC	15/419158	1/30/17	10233815	3/19/19	
US	Device for bending profile members comprising tools for bending profile members and a tool for cutting said profile members	Pending	ADMC Holding, LLC	15/742966	1/9/18			
US	End cap seaming apparatus and method for seaming an end cap	Granted	ADMC Holding, LLC	14/918387	10/20/15	10005117	6/26/18	
US	Helix tool locking system	Granted	ADMC Holding, LLC	14/877782	10/7/15	10086424	10/2/18	
US	Device for bending profile sections such as tubes	Granted	ADMC Holding, LLC	14/768208	8/14/15	10076779	9/18/18	
US	Method for producing a jig for tubes having bent sections, and resulting jig	Granted	ADMC Holding, LLC	14/438042	4/23/15	9789591	10/17/17	
US	Bending die set, composed of a bend die post and wiper die post, for a rotary draw bending machine	Granted	AddisonMckee Inc.	29/555709	2/24/16	D803913	11/28/17	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO

US	Bending die set, composed of a bend die post and wiper die post, for a rotary draw bending machine	Granted	AddisonMckee Inc.	29/555705	2/24/16	D803912	11/28/17	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO
US	Tie bar tensioning system	Granted	AddisonMckee Inc.	15/018168	2/8/16	10252309	4/9/19	AddisonMckee listed as Applicant, but no assignment from inventors to AddisonMckee filed at USPTO
US	Tie bar tensioning system	Granted	AddisonMckee Inc.	14/448246	7/31/14	9751122	9/5/17	
US	Servo motor controlled hydraulic pump unit for tube end forming equipment	Granted	AddisonMckee Inc.	13/670722	11/7/12	9505049	11/29/16	
US	Clamp assembly for bend arm of tube bending machine	Granted	Eaton Leonard Robolix, Inc.	11/647046	12/8/06	7325431	2/5/08	Maintenance Fees late; final deadline 2/5/20
US	Clamp assembly for bend arm of tube bending machine	Granted	Eaton Leonard Robolix, Inc.	10/714368	11/14/03	7150175	12/19/06	

Trademarks:

Ctry	Trademark	Status	Current Owner	App. No.	Filing Date	Reg. No.	Reg. Date
US	ADDITION MT	Registered	ADMC Holding, LLC	86774159	9/30/15	5508903	7/3/18
US	ADDITION Manufacturing Technologies	Registered	ADMC Holding, LLC	86630708	5/15/15	5346680	11/28/17
US	ADDITION	Registered	ADMC Holding, LLC	86808591	11/3/15	5341280	11/21/17

US	ADDITION	Registered	ADMC Holding, LLC	86808599	11/3/15	5335954	11/14/17
US	ADDITIONEERING	Registered	ADMC Holding, LLC	86799034	10/26/15	5266663	8/15/17
US	ADDISONMCKEE	Registered	AddisonMckee Inc.	85656643	6/20/12	4382397	8/13/13
US		Registered	AddisonMckee Inc.	78490258	9/27/04	3089554	5/9/06
US		Registered	Eaton Leonard Robolix, Inc.	78462211	8/4/04	3106011	6/20/06
US	EATON LEONARD	Registered	Eaton Leonard Robolix, Inc.	78462208	8/4/04	3106010	6/20/06
US	LIGHTSPEED	Registered	Eaton Leonard Robolix, Inc.	78335765	12/3/03	2911059	12/14/04

TRANSITION AGREEMENT

This Transition Agreement (the "Agreement") is dated January 16, 2020 and is entered into by and between Addition by Numalliance, Inc. (the "Buyer") on the one hand, and AMT Holding LLC, Addition Manufacturing Technologies LLC, and Addition Manufacturing Technologies CA Inc. (collectively, the "Debtors") on the other hand.

WHEREAS, Buyer is purchasing certain assets formerly owned by the Debtors on the date hereof (the "Closing") through a UCC Article 9 sale (the "Sale") from the Debtors' lender, The Huntington National Bank (the "Lender").

WHEREAS, in connection with the Sale, Buyer has agreed to hire most of the employees of the Debtors, to transition Debtors' current health insurance plan and 401K plan to Buyer, and to make limited employee resources available to Debtors after the closing of the Sale for the purpose of gathering financial and tax information required by Debtors to complete their financial and tax reporting obligations related to the pre-Closing period.

WHEREAS, this Agreement sets forth the parties' agreement regarding the foregoing matters.

NOW, THEREFORE, Buyer and Debtors agree as follows:

1. Post-Closing Debtors' Tax Returns. After the Closing, each of the Debtors shall file all required tax returns in connection with their business for the period prior to the Closing of the Sale.

2. Employee Hiring; Wage & PTO Accruals. After the Closing, the Buyer will offer employment to certain employees of the Debtors, which have been identified by Buyer and disclosed to the Debtors ("Included Employees"). With respect to the Included Employees only, Buyer agrees to pay the current accrued regular employee wages, including all taxes and 401(k) contributions provided the wages (a) do not relate to employment prior to December 29, 2019 or (b) were triggered by the Sale. Buyer also agrees to assume up to 10 days (per Included Employee) of accrued unused Paid Time Off ("PTO") as of the Closing. For avoidance of doubt, Buyer will carry over the PTO bank of the Included Employees (up to 10 days per Included Employee) of their accrued, unused PTO, even if accrued prior to December 29, 2019. An estimated schedule of such accruals is attached as Exhibit A. Buyer will provide all future required W-2 and other tax reporting forms (including for periods in 2019 and 2020) for Included Employees arising in the normal course of employee management (but, for the avoidance of doubt, Buyer shall not be responsible for past obligations that were not fulfilled). Buyer will give reasonable access to Debtors to all information needed to provide 2019 W-2 forms to employees.

3. Health Insurance Plan. After the Closing, the Buyer agrees to transition the health insurance coverage and plans identified in the attached Exhibit B to Buyer, but excluding any payments/contributions due for any period prior to January 1, 2020.

4. 401K Plan. After the Closing, the Buyer agrees to transition the existing 401K plan of the Debtors pre-Closing to Buyer, excluding any payments/contributions due for any period prior to December 29, 2019. Buyer shall solely be responsible for all future reporting requirements, audits, testing and other requirements regarding the 401K plan.

5. Employee Resources Available. After the Closing, the Buyer agrees to make reasonably available to Debtors employee resources for the purpose of allowing Debtors to gather financial, tax, and other information to the extent necessary for them to complete financial, tax, and other reporting requirements relating to the period prior to Closing.

6. Foreign Intellectual Property Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, after the Closing and to the extent they are legally able, the Debtors hereby agree to provide best efforts to irrevocably assign, transfer, and convey to the Buyer, and the Buyer hereby agrees to assume, accept, and receive all of the Debtors' right, title and interest in and to all intellectual property rights (registered or unregistered, and including all trademarks, patents and copyrights) owned by the Debtors or the Debtors' affiliates, including intellectual property rights outside the US. Buyer acknowledges that Debtors' affiliates in Canada, the United Kingdom, and France are subject to a receivership (Canada), an administration (UK), and an administrative proceeding (France), and that as a result of such proceedings Debtors do not have control of assets subject to those proceedings.

7. Debtors' Representations. To induce Buyer to enter into this Agreement, Debtors represent to Buyer as follows:

- a. Each of AMT Holding LLC and Addition Manufacturing Technologies LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Addition Manufacturing Technologies CA Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Each Debtor has all requisite corporate power and authority to own, operate, lease its property and to carry on the Business as now being conducted.

- b. This Agreement is the valid and binding obligations of the Subordinated Creditors and the Debtors, enforceable against the Subordinated Creditors and the Debtors in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- c. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will (i) conflict with, or result in a breach or violation of, the organizational documents of the Debtors; (ii) violate or conflict with any legal requirement applicable to Debtors; (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) the terms of any contract to which the Debtors are a party or by which the Debtors are bound; or (iv) except for the potential right of first refusal in favor of Mr. Dunand regarding the equity interests in Addition Manufacturing Technologies Mexico S de RL de CV ("**AMT Mexico**"), Debtors do not require the consent or approval by or notice to any other third party.
- d. As of the Closing Date, there is no pending litigation against AMT Mexico, and to the Debtors' knowledge, there is no litigation currently threatened against AMT Mexico.
- e. All policies and practices, whether written or otherwise, relating to vacation, sick leave, and holiday time, as well as all existing employee benefit plans offered to Debtors' employees have been disclosed to Buyer. All past due amounts owed to current or past employees of the Debtors have also been disclosed to the Buyer. Except for payments or withholdings that in the ordinary course of business may become due and payable after Closing, and except for the Health Insurance Plan monthly premium as referenced in Section 3, Debtors owe no currently required contributions, premiums, or other required payments to any such plans.
- f. None of the Debtors have ever contributed to a multi-employer plan as defined in 3(37) of ERISA, and have never sponsored or participated in any plan subject to Title IV of ERISA. Debtors are not parties to any collective bargaining agreements.

- g. All employees of Debtors shall be terminated prior to the Closing.
- h. Attached as Exhibit C is a complete and accurate list of all customer advances and other similar down payments paid to the Debtors for projects not yet completed as of the date hereof.

8. Buyer's Representations. To induce Debtors to enter into this Agreement, Buyer represents to Debtors as follows:

- a. The Buyer is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of its jurisdiction. The Buyer has all requisite corporate power and authority to own, operate, lease its property and to carry on the Business as now being conducted.
- b. This Agreement is the valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- c. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will (i) conflict with, or result in a breach or violation of, the organizational documents of the Buyer; (ii) violate or conflict with any legal requirement applicable to Buyer; (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) the terms of any contract to which either Buyer is a party or by which they are bound; or (iv) Buyer does not require the consent or approval by or notice to any other third party.

9. Captions. The captions of this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provisions hereof.

10. Joint Effort. The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one

of the parties than the other by reason of the roles of the parties or their counsel in preparing and drafting this Agreement.

11. Counterparts. This Agreement may be executed by facsimile, .pdf or other electronic signature in counterparts and each executed copy shall be deemed an original which shall be binding upon all parties hereto.

12. Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

13. Amendments. This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties.

14. Schedules and Exhibits. All Schedules and Exhibits referred to in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed a part of this Agreement as if fully set forth in this Agreement.

15. Waivers. No terms and provisions hereof, including, without limitation, the terms and provisions contained in this sentence, shall be waived, modified or altered so as to impose any additional obligations or Liability or grant any additional right or remedy, and no custom, payment, act, knowledge, extension of time, favor or indulgence, gratuitous or otherwise, or words or silence at any time, shall impose any additional obligation or Liability or grant any additional right or remedy or be deemed a waiver or release of any obligation, Liability, right or remedy except as set forth in a written instrument properly executed and delivered by the party sought to be charged, expressly stating that it is, and the extent to which it is, intended to be so effective. No assent, express or implied, by either party, or waiver by either party, to or of any breach of any term or provision of this Agreement or of the Schedules or Exhibits shall be deemed to be an assent or waiver to or of such or any succeeding breach of the same or any other such term or provision.

16. Further Assurances. The Seller and the Buyer each agree that they will at any time before and after the Closing execute and deliver all additional documents, and do any other acts or things that may be reasonably requested by the Seller and the Buyer, as the case may be, in order to further perfect the rights and interests contemplated hereunder. Each of the Seller and the Buyer shall from time to time execute and deliver prior to, at and after the Closing such further instruments and

documents and take such other action as may reasonably be required in order to carry out and effectuate this Agreement and the transactions contemplated hereby.

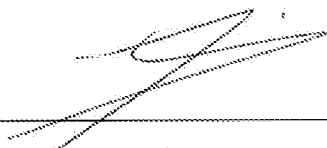
17. Governing Law. This Agreement including the validity thereof and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio (excluding the choice of laws rules thereof).

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above appearing.

BUYER:

ADDITION BY NUMALLIANCE, INC.

By:  _____

Name: Joel Etienne

Its: Authorized Signature

DEBTORS:

ADDITION MANUFACTURING
TECHNOLOGIES LLC

By: _____

Its: _____

AMT HOLDING LLC

By: _____

Its: _____

ADDITION MANUFACTURING
TECHNOLOGIES CA INC.


By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above appearing.


BUYER:

ADDITION BY NUMALLIANCE, INC.

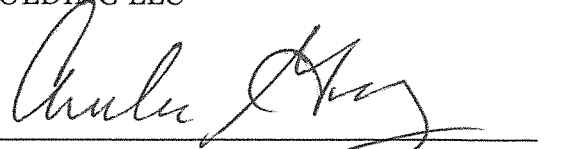
By: 
Name: Charles F. Wzatek
Its: Vice President & Secretary

DEBTORS:

ADDITION MANUFACTURING
TECHNOLOGIES LLC

By: 
Its: Vice President & Secretary

AMT HOLDING LLC

By: 
Its: Vice President & Secretary

ADDITION MANUFACTURING
TECHNOLOGIES CA INC.

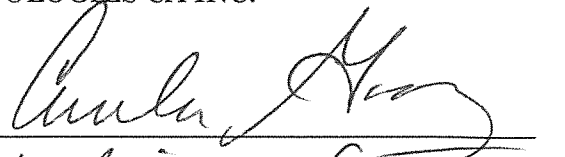
By: 
Its: Vice President & Secretary

EXHIBIT A

As of January 14, 2020, the estimated accrued employee wages (including taxes, expense reimbursement, and 401(k) obligations) total approximately \$272,000, and the accrued PTO totals approximately \$88,000 (assuming a cap of 80 hours of PTO carrying forward per employee).

The precise amount of these accruals is not capable of exacting calculation until after the actual Closing at which point, for example, the actual hours worked by hourly employees and used PTO can be determined and become fixed.

The Buyer is assuming the full amount of these accruals as of the Closing.

TRANSITION AGREEMENT

Exhibit B

AMT Benefit Plans Transitioning to Addition by Numalliance, Inc.

- Anthem Medical Insurance
- TASC FSA/HRA
- Dental Care Plus Dental Insurance
- Anthem Vision Insurance
- Anthem Life/LTD Insurance
- Aflac Supplemental Insurance
- Vanguard 401K plan

Company administered plans:

- Health Savings Account (HSA)
- Opt out – (alternate insurance plans for cost reduction, provided by EMS)
- Short Term Disability
- Tuition Reimbursement
- Safety glasses and shoe reimbursement

Exhibit C

AMT Global Machine Builds - Orders, Work-in-Process

Updated 1.14.2020

Order	Location	Build Location	Customer Name	Order Status	Item Description	Deposit Collected to Date (USD)
C000084639	Lebanon	Lebanon	AIRCRAFT TUBULAR COMPONENTS INC	Pending	VB90 ELEC TUBE BENDING MACHINE	\$ 165,500
C000087210	Lebanon	Lebanon	SICHUAN ZZ TECHNOLOGY CO., LTD	Pending	Tooling	\$ 30,192
C000086881	Lebanon	Preston	GOVERNMENT OF INDIA	Pending	VB42 ELEC CNC TUBE BENDER	\$ 93,763
C000087210	Lebanon	Preston	SICHUAN ZZ TECHNOLOGY CO., LTD	Pending	VB90 ELEC CNC TUBE BENDING MACHINE	\$ 84,528
C000087210	Lebanon	Preston	SICHUAN ZZ TECHNOLOGY CO., LTD	Pending	VB19 ELEC CNCN TUBE BENDING MACHINE	\$ 41,356
C000087210	Lebanon	Preston	SICHUAN ZZ TECHNOLOGY CO., LTD	Pending	MEASURING MACHINE	\$ 18,012
C000087210	Lebanon	Preston	SICHUAN ZZ TECHNOLOGY CO., LTD	Pending	MEASURING MACHINE	\$ 18,012
C000087211	Lebanon	Preston	SICHUAN ZZ TECHNOLOGY CO., LTD	Pending	VB42 ELEC CNC TUBE BENDING MACHINE	\$ 86,400
C000087211	Lebanon	Preston	SICHUAN ZZ TECHNOLOGY CO., LTD	Pending	EG-70 CD CUTTING & DEBURRING MACHINE	\$ 53,730
C000089061	Lebanon	Preston	MILACRON	Pending	VB90 bender and tools	\$ 136,343
C000089214	Lebanon	Preston	PARMA TUBE (PTC LEASING, LLC)	Pending	VB25 CE CNC TUBE BENDING MACHINE	\$ 76,520
C000084953	Lebanon	Queretaro	TENNECO AUTOMOTIVE (MARSHALL)	Pending	FM-70 REXT RAM EXTRUDE MACHINE	\$ 131,590
C000086152	Lebanon	Queretaro	DIAMOND MFG.	Pending	HG-70 ID/OD + ID/OD DIGIPLUS SIZER	\$ 42,720
CQ00000692	Queretaro	Queretaro	SIIOSA	Pending	FM150 HTN Tube Notching Machine	\$ 13,960
CQ00000692	Queretaro	Queretaro	SIIOSA	Pending	HG150 ID/OD + RF DigiPro DigiPlus	\$ 60,516
C000084557	Lebanon	Lebanon	BLUE ORIGIN LLC	Cancelled	VB90 ELEC CNC TUBE BENDER RH	\$ 154,600
C000086295	Lebanon	Lebanon	MANOR TRADE DEVELOPMENT CORP	Cancelled	VB25 CE CNC TUBE BENDING MACHINE	\$ 61,962
						\$ 1,269,703.50

TRADEMARK

REEL: 008181 FRAME: 0582

NUMALLIANCE
Parc d'activités BP211
F-88470 Saint-Michel-sur-Meurthe, France

January 16, 2020

Nicolas Dunand
1 Avenue du Faubourg
32 389 Saint Clar-France

AMT Holding LLC (on behalf of itself and its affiliates)
1637 Kingsview Drive
Lebanon, Ohio 45036
Attn: Craig Dean, CRO

Re: Sale of Equity in Addition Manufacturing Technologies Mexico S de RL de CV (“AMT Mexico”)

Dear all:

The purpose of this letter agreement (this “**Letter Agreement**”) is to document the terms of our agreement with AMT Holding LLC, Addition Manufacturing Technologies LLC, and Addition Manufacturing Technologies CA Inc. (collectively, “**AMT**”) on the one hand, and with Nicolas Dunand (“**Nicolas**”) on the other hand, with respect to our purchase of 100% of the equity interests in AMT Mexico from each of AMT and Nicolas (the “**Acquisition**”). The Acquisition is being undertaken in connection with our purchasing certain assets formerly owned by AMT through a UCC Article 9 sale (the “**Sale**”) from AMT’s lender, The Huntington National Bank (the “**Lender**”). Numalliance SAS and AMT recognize that although AMT’s equity interest in AMT Mexico and the intercompany accounts receivable/debt obligations owed by AMT Mexico to Addition Manufacturing Technologies CA Inc. are part of the Lender’s collateral, they are not included in the Sale but must be transferred to Numalliance SAS as part of the Acquisition, a portion of which is being accomplished via the Sale. The parties hereto enter into this Letter Agreement out of an abundance of caution to ensure that these assets are transferred and to address related matters set forth herein.

After the closing (“**Closing**”) of the Sale, which is occurring on the date hereof, AMT shall transfer its entire equity interest, which constitutes 50% of the total equity interests, in AMT Mexico, to Numalliance SAS or any of its designated affiliates, free and clear of all liens and

encumbrances. To that end, AMT shall obtain UCC-3 partial lien releases from Lender and AMT's subordinated debt lenders, Addition 2017 NoteCo LLC, and Baker Hill Holdings, LLC (the "Sub Debt Lenders").¹ AMT shall take all actions necessary, as reasonably requested by us, to affect such assignment and transfer in accordance with all applicable laws, as quickly as possible after the date hereof. The consideration for such equity interest in AMT Mexico has been paid in full as part of the price Numalliance SAS is paying to Lender in the Sale and liabilities it is assuming thereunder, so no additional consideration shall be due for such equity. AMT warrants that it owns such 50% equity interest in AMT Mexico and that no other person has any rights or claims to it, other than the right of first refusal that Nicolas may have with respect to such equity and the liens in favor of Lender and the Sub Debt Lenders. AMT shall deliver the stock certificate (or equivalent) for its 50% equity interest to Numalliance SAS or any of its designated affiliates, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank that are reasonably satisfactory to us, with all required stock transfer tax stamps affixed thereto.

After the Closing, Nicolas shall transfer his entire equity interest, which constitutes 50% of the total equity interests in AMT Mexico, to Numalliance SAS or any of its designated affiliates, free and clear of all liens and encumbrances. Nicolas shall take all actions necessary, as reasonably requested by us, to affect such assignment and transfer in accordance with all applicable laws, as quickly as possible after the date hereof. The consideration for such equity interest in AMT Mexico has been agreed to by separate agreement between us and Nicolas, and we and Nicolas agree that such agreement remains fully enforceable in accordance with its terms. Nicolas warrants that he owns such 50% equity interest in AMT Mexico and that no other person has any rights or claims to it. Nicolas shall deliver the stock certificate (or equivalent) for his 50% equity interest to Numalliance SAS or any of its designated affiliates, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank that are reasonably satisfactory to us, with all required stock transfer tax stamps affixed thereto.

The equity interests in AMT Mexico may be subject to a right of first refusal (under Mexican law or otherwise) in favor of Nicolas and/or AMT. Each of AMT and Nicolas will cooperate with each other and with us, as reasonably requested, to resolve any issues that may arise in connection with the transfer of any equity interest in AMT Mexico, including promptly waiving any and all rights of first refusal that they may have regarding such transfer.

Upon the Closing, AMT hereby waives any and all claims it (or any of its affiliates) may have against Nicolas for the repayment of funds paid to him in connection with AMT's contemplated

¹ The partial lien releases shall include the equity interest in AMT Mexico and the intercompany accounts receivable/debt obligations of AMT Mexico to Addition Manufacturing Technologies CA Inc.

(but never effected) acquisition of Nicolas's equity interests in AMT Mexico. Nicolas is hereby released by AMT and its affiliates from any and all obligations to reimburse such funds, provided the Closing occurs.

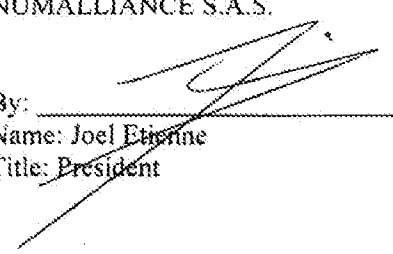
In addition, at Closing, AMT hereby transfers to Numalliance SAS all of the intercompany accounts receivable/debt obligations owed by AMT Mexico to Addition Manufacturing Technologies CA Inc., the outstanding amount of which is estimated at \$1,460,000, for \$1, payable on the date hereof in cash. AMT shall take all actions necessary, as reasonably requested by us, to affect such assignment and transfer in accordance with all applicable laws, on the Closing Date or as quickly as possible thereafter.

This Letter Agreement shall be governed by and construed in accordance with the internal, substantive laws of the state of Ohio, without regard to the conflict of laws principles thereof. This Letter Agreement may not be amended except by a written agreement of AMT, Nicolas and Numalliance SAS. This Letter Agreement shall be binding on all successors or assigns of each of the parties hereto.

[Signature page follows]

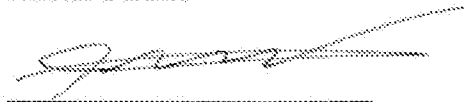
IN WITNESS WHEREOF, the parties have executed this Letter Agreement as of the date first written above.

NUMALLIANCE S.A.S.

By: 
Name: Joel Etienne
Title: President

AGREED AS OF THE DATE WRITTEN ABOVE:

Nicolas Dunand



ADDITION MANUFACTURING TECHNOLOGIES LLC

By: _____
Its: _____

AMT HOLDING LLC

By: _____
Its: _____

ADDITION MANUFACTURING TECHNOLOGIES CA INC.

By: _____
Its: _____

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

NUMALLIANCE S.A.S.

By: _____
Name: Joel Etienne
Title: President

AGREED AS OF THE DATE WRITTEN ABOVE:

Nicolas Dunand

ADDITION MANUFACTURING TECHNOLOGIES LLC

By: Charles Henry
Its: Vice President & Secretary

AMT HOLDING LLC

By: Charles Henry
Its: Vice President & Secretary

ADDITION MANUFACTURING TECHNOLOGIES CA INC.

By: Charles Henry
Its: Vice President & Secretary

NUMALLIANCE
Parc d'activités BP211
F-88470 Saint-Michel-sur-Meurthe, France

January 16, 2020

The Huntington National Bank
200 Public Square, CM64
Cleveland, OH 44114
Attention: Dennis Hatvany, Senior Vice President

Re: Reimbursement for Collection Costs

Dear Mr. Hatvany:

The purpose of this letter agreement (this "**Letter Agreement**") is to document the terms of our agreement with The Huntington National Bank, a national banking association, as successor by merger to FirstMerit Bank, N.A., a national banking association ("**HNB**"), regarding Numalliance SAS's and Addition by Numalliance, Inc.'s (together "**Numalliance**") agreement to provide certain Accounts Receivable¹ collection support for HNB's benefit and providing HNB with a reconciliation of Accounts Receivable collections on a weekly basis. This Letter Agreement is being entered into in connection with Numalliance's purchase of certain assets formerly owned by the Companies (defined below) through a UCC Article 9 sale (the "**Sale**") from HNB.

For a period of six months beginning on the date hereof, which is the closing date of the Sale, and for an additional three month period at the request of HNB, Numalliance shall use its commercially reasonable best efforts, consistent with Numalliance's collection efforts of its other accounts receivable, to perform certain services for HNB, including (a) the collection of "**Accounts Receivable**" of AMT Holding LLC ("**AMT Holding**"), a Delaware limited liability company formerly known as ADMC Holding, LLC, Addition Manufacturing Technologies LLC ("**AMT**"), a Delaware limited liability company formerly known as AddisonMcKee LLC, the successor in interest to AddisonMcKee Inc., an Ohio corporation, and Addition Manufacturing Technologies CA Inc., a California corporation formerly known as Eaton Leonard Robolix, Inc. ("**AMT CA**" and collectively with AMT Holding and AMT, the "**Companies**")¹ for the benefit of

¹ "Accounts Receivable" means (i) all trade accounts receivable and other rights to payment from customers of the Companies and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of the Companies outstanding on the date hereof, and (ii) all other accounts receivable of the Companies outstanding on the date hereof, except that HNB agrees that the intercompany note from Addition Manufacturing Technologies Mexico S de RL de CV in favor of Addition Manufacturing Technologies CA Inc. for \$1,460,000 will be sold to Numalliance for \$1 by the Companies at Closing of the Sale.

HNB, and (b) providing HNB with a reconciliation of Accounts Receivable collections on a weekly basis.

For the avoidance of doubt, Numalliance shall under no circumstances be required to engage in any escalation or legal processes to collect any Accounts Receivable, absent Numalliance's prior written consent on terms and conditions mutually acceptable to HNB and Numalliance. In addition, HNB shall have the exclusive right to take and continue any enforcement action with respect to its collateral, provided it shall give Numalliance advanced written notice prior to taking any such action, and if the matter involves a customer of Numalliance (which Numalliance shall inform HNB of promptly after receiving notice of the action), HNB agrees to consult in good faith about such enforcement matter with Numalliance, it being understood that HNB shall retain exclusive control over the enforcement matter.

Any and all Accounts Receivable or proceeds thereof which shall come into the possession, control, or custody of Numalliance will be deemed to have been received for the account of HNB and shall be immediately delivered or paid, as applicable, over to HNB or to a bank account designated by HNB. Any and all property of Numalliance which shall come into the possession, control, or custody of HNB will be deemed to have been received for the account of Numalliance and shall be delivered or paid, as applicable, over to Numalliance.

Numalliance shall provide the Companies and HNB such reasonable assistance as HNB may request with respect to the collection of any Accounts Receivable and shall not take any action to impair, divert to another account, reduce, forgive, cancel, or diminish any Accounts Receivable without HNB's prior written consent. HNB shall have reasonable access to the Companies' books and records and to invoices and other business records arising in connection with or related to the collection of the Accounts Receivable at no additional cost other than the monthly fees set forth in this Letter Agreement.

In consideration of providing the services set forth herein during the initial six month period, HNB shall pay Numalliance \$5,000 per month for six months (for a total of \$30,000). The first monthly payment of \$5,000 shall be due no later than January 17, 2020, and subsequent monthly payments will be due by the 15th day of each month. If this Letter Agreement is extended for an additional three months at the request of HNB, HNB shall pay Numalliance \$5,000 per month for each of the additional three months on the 15th day of each month.

This Agreement does not create a partnership, franchise or joint venture relationship between HNB and Numalliance or any agency authority in person or persons performing the services to HNB under this Letter Agreement.

Numalliance may not delegate, assign or subcontract any rights or obligations under this Letter Agreement without HNB's prior written approval. Any attempted assignment, without such prior written, express consent, shall be void.

This Letter Agreement may be executed in the form of two separate documents signed separately by each of the parties, in the form of a single document simultaneously signed by both parties, or in the form of two counterpart original documents signed by both parties. In addition, this Letter

Agreement will be considered signed when the signature of a party is delivered via email. Signatures transmitted via email are agreed by the parties to have the same effect as original signatures.

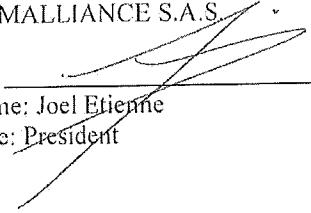
This Letter Agreement shall be governed by and construed in accordance with the internal, substantive laws of the state of Ohio, without regard to the conflict of laws principles thereof. This Letter Agreement may not be terminated or amended except by a written agreement of Numalliance and HNB. This Letter Agreement shall be binding on all successors or assigns of each of the parties hereto.

[Signature page follows]

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

Very truly yours,

NUMALLIANCE S.A.S.

By: 
Name: Joel Etienne
Title: President

AGREED AS OF THE DATE WRITTEN ABOVE:

THE HUNTINGTON NATIONAL
BANK

By: _____

Name:
Title:

121664697

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

Very truly yours,

NUMALLIANCE S.A.S.

By: _____
Name: Joel Etienne
Title: President

AGREED AS OF THE DATE WRITTEN ABOVE:

THE HUNTINGTON NATIONAL
BANK

By: *Dennis Hatram*
Name: *Dennis Hatram*
Title: *Senior Vice President*

121664697