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11-17-2000

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FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



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OMMERCE  
Office

To the Commissioner of Patents and Trademarks : Please record the attached original documents or copy thereof.

ROLLERS

1. Name of conveying party(ies):  
Extek, Inc.

- individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                       Merger
- Security Agreement               Change of Name
- Other: ASSET PURCHASE AGREEMENT

Execution Date: November 22, 1994

2. Name and address of receiving party(ies)

Name: Synergy Extrusion Technologies, Inc.  
Internal Address:  
Street Address: 32 Lookerman Square, Suite L-100  
Dover, Delaware

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1950349

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence  
Concerning document should be mailed:

Name: M. Lawrence Oliverio  
Address: WOLF, GREENFIELD & SACKS, P.C.  
Federal Reserve Plaza  
600 Atlantic Avenue  
Boston, MA 02210

6. Total number of applications and registrations  
involved:..... [ 1 ]

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed

Authorized to be charged to deposit account  
The Commissioner is authorized to charge:

8. Deposit Account No: 23/2825

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

M. LAWRENCE OLIVERIO

*M. Lawrence Oliverio*

October 25, 2000

Name of Person Signing

Signature

Date

REG. No. 30,915

Total number of pages including cover sheet, attachments, and document: [ 5 ]

Mail documents to be recorded with required cover sheet information to:  
Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (the "Agreement") dated November 22, 1994 by and among EXTEK, INC., a Massachusetts corporation ("Seller"), SYNERGY EXTRUSION TECHNOLOGIES, INC., a Delaware corporation ("Buyer") and DYNISCO, INC., a Delaware corporation ("Buyer Parent").

### Background

Seller is engaged in the design, development, manufacture and sale of filtration systems for plastic extrusion operations (the "Business"). Seller desires to sell and transfer to Buyer and Buyer desires to purchase from Seller certain of the assets of Seller comprising, used or associated with the Business, upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants contained herein and INTENDING TO BE LEGALLY BOUND hereby, the parties hereto agree as follows:

### ARTICLE I

#### THE TRANSACTION

1.1. Sale and Purchase of Assets. Seller hereby sells and transfers to Buyer, and Buyer hereby purchases from Seller, for the purchase price specified in Section 1.2, effective as of the date of this Agreement (the "Closing Date") and subject to the terms and conditions hereof, the following property and assets of Seller (collectively, the "Purchased Assets"):

(a) Accounts Receivable. All of Seller's trade accounts and other documents and notes receivable in respect of products shipped or services rendered, including those listed on Exhibit A hereto (the "Accounts Receivable").

(b) Inventories. The finished goods inventory, parts and components, work in process, raw materials, demonstration units and other parts and supplies listed on Exhibit B hereto (the "Inventories").

(c) Patents, Know-How and Technical Information. All patents and patent applications listed on Exhibit C hereto, and all inventions, processes, designs, know-how, trade secrets and technology relating to or used in connection with the development, production, manufacture and marketing of the products of the Business, whether owned by or

under license to Seller, including all drawings, plans, designs, specifications, instructions, models, blueprints, records, data and information (the "Technical Information").

(d) Machinery and Equipment. The machinery, equipment, tooling, jigs, dies and molds used in the manufacture, production, assembly, handling, testing, distribution and sales of products, wherever located, together with the spare parts inventories and maintenance supplies pertaining thereto, all as listed on Exhibit D hereto.

(e) Furniture and Fixtures. All office furniture, office equipment and supplies, computer hardware and vehicles related to the Business, all as listed on Exhibit E hereto.

(f) Contract Rights, Trademarks and Miscellaneous Intangibles. All rights, title and interest of Seller in, under and to the license, sales, distribution and other agreements and contracts referred to in Exhibit F hereto, and all trademarks, tradenames, copyrights, customer lists, suppliers lists, computer tapes, systems and programs, existing governmental permits and licenses (to the extent transfer is permitted by law), purchase contracts, sales order backlog and commitments to Seller pertaining to the Purchased Assets and the Business and operation and use thereof, and all other intangibles related thereto.

(g) Miscellaneous Supplies and Prepaid Items. All catalogs, brochures, printed materials, packaging materials, cartons and shipping containers, graphics, sales and advertising materials and all prepaid items associated with the Business.

(h) Name. All of Seller's goodwill and rights in and to the name "Extek" and in any other tradename, trademark, fictitious name or service mark, or any variant of any of them, owned or used by Seller, and any registrations thereof or applications therefor.

## 1.2. Purchase Price.

(a) Determination and Payment. The purchase price to be paid to Seller by Buyer for the Purchased Assets (the "Purchase Price") shall be \$3,400,000, payable in cash as provided in Section 1.4(a) hereof, plus the assumption of those specific liabilities of Seller as hereinafter provided, subject to adjustment as provided in Section 1.5 hereof.

EXHIBIT F

CONTRACT RIGHTS & TRADEMARKS

1. Contract Rights:

a. License: On May 17, 1990, Seller entered into an Agreement Between Extek Inc. and Maquimer, S.A., a Spanish corporation ("Chiva") which owns rights to the trademark "Chiva." Seller further entered into a related Distributor Agreement on January 11, 1990 with Chiva by which Seller was appointed the exclusive representative in the United States, except in territories in which Spanish is the dominant language, and Canada, for the sale of all Chiva Manual Screen Changers and all related spare parts manufactured by Chiva to all potential or existing customers for such products. Chiva was granted a reciprocal exclusive right to market Seller's products in countries comprising the European Economic Community, the European Free Trade Area, all South American Countries, and all Central American Countries. The term of the Distributor Agreement was two years from the agreement date, renewable annually thereafter upon the mutual agreement of the parties. By their terms, both agreements will terminate if either is assigned by Seller or Chiva.

b. Manufacturer's Representative Agreements: A number of Manufacturer's Sales Representative Agreements were entered into by and between Seller and various parties as exhibited in Schedule 2.10(a)(1), (2) of the Agreement. Pursuant to such agreements, Seller appointed the respective parties as its exclusive sales representative for specified products, territories, markets, and in accordance with specified commission schedules as set forth in the agreements.

2. Trademarks:

a. Trademark Application: Seller filed an application with the United States Patent and Trademark Office to register the trademark "Extek Inc." The date of filing of the application was July 8, 1994 and the serial number is 74-547107. The application is pending as of the date of this Agreement.

all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

6.9. Publicity. Press releases and other announcements with respect to this Agreement and the transactions contemplated hereunder shall be subject to mutual agreement of the parties hereto, except to the extent that any party, in the opinion of its counsel, is obligated to make public disclosure pursuant to securities laws.

6.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one instrument.

6.11. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the parties signatory hereto (and successors and assigns permitted under Section 6.4) any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

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

EXTEK, INC.

By: Howland B. Jones  
Howland B. Jones  
President

SYNERGY EXTRUSION TECHNOLOGIES, INC.

By: Angelo R. Firenze  
Angelo R. Firenze  
President

DYNISCO, INC.

By: Philip R. Doucette  
Philip R. Doucette  
Vice President-Finance  
& Secretary