

MLD 12-6-02

12-09-2002

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

WELDOTRON CORPORATION

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 12-9-1998 PER USPTO

2. Name and address of receiving party(ies)

Name: Weldotron 2000, Inc.

Internal

Address: \_\_\_\_\_

Street Address: P.O. Box 176

City: Woodbury State: TN Zip: 37190

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

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2002 DEC -5 AM 11:10  
COMMERCIAL & INTELLECTUAL PROPERTY DIVISION

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 0733342,  
1489111, and 1231751

Additional number(s) attached  Yes  No

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

Name: Thomas G. Gammache

Internal Address: Weldotron 2000, Inc.

Street Address: P.O. Box 176

City: Woodbury State: TN Zip: 37190

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed Ch # 4023 + 120.00 (exp. fee)
- Authorized to be charged to deposit account
- Total # 210.00

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Thomas G. Gammache  
President

Name of Person Signing

Thomas Gammache

Signature

11/14/02

Date

Total number of pages including cover sheet, attachments, and document: 14

12/09/2002 JJALLAHE 00000037 0733342

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8521	40.00 OP
02 FC:8522	50.00 OP
03 FC:8523	120.00 OP

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REEL: 002583 FRAME: 0493

**ASSET PURCHASE AGREEMENT**

This Agreement is made and entered into effective the 9<sup>th</sup> day of December, 1998, by and between Business Alliance Capital Corporation, a Delaware corporation, whose principal place of business is located in Princeton, New Jersey, (hereinafter referred to as "Seller"), and Weldotron Acquisition Corporation, a Tennessee corporation, to be formed upon acceptance of this Agreement, (hereinafter referred to as "Buyer").

**WITNESSETH:**

**WHEREAS**, Seller is the holder of an indebtedness, as evidenced by a Loan and Security Agreement, and related documents and perfected security interest on all assets of Weldotron Corporation and its subsidiaries, (hereinafter referenced "Weldotron"), constituting a priority first lien on the assets of Weldotron Corporation and its subsidiaries; and,

**WHEREAS**, Weldotron has agreed to surrender certain assets to Seller, pursuant to §9:503 of the New Jersey Uniform Commercial Code ("UCC"); and

**WHEREAS**, Seller desires to sell and Buyer desires to purchase certain of the assets surrendered to Seller comprising Weldotron's business of manufacture and fabrication of packaging systems, control systems, and roofing bundling as located at 111 Chimney Rock Road, Bridgewater, New Jersey, as set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Seller shall sell and the Buyer shall purchase all of the assets (except cash, accounts receivable, and accounts) of Weldotron comprising Weldotron Corporation's business located at 111 Chimney Rock Road, Bridgewater, New Jersey 08807-3126. The assets purchased shall not include the overseas operation in Brazil or international rights to various intangibles, or certain royalty rights of a "Weighwrap" trademark number 1468899. Otherwise, Buyer is acquiring all United States rights and assets. The sale shall include all of the following:

(a) All fixtures, equipment, furniture, manufacturing materials and supplies, inventory, machinery, license agreements, contract rights, general intangibles, appliances, goods, and personal property of every kind and nature whatsoever now owned by Seller;

(b) All rights of Seller and Weldotron in and to all tradenames, trademarks, patents, service marks, copyrights and fictitious names to include license and royalty agreements used in connection with the Weldotron's business;

(c) All rights of Seller and Weldotron in and to manufacturing plans, specifications, and drawings used in connection with Weldotron's business to include exclusive use of such plans, specifications, and "know-how" in written form with respect to Weldotron's business;

(d) A complete Customer List and a complete Vendor List of Weldotron current within the last three (3) years;

(e) An assignment of the right to the current phone numbers held by Weldotron.

2. **PURCHASE PRICE.** The purchase price shall include:

(a) Except as otherwise provided, a down payment in the amount of Sixty Thousand Dollars (\$60,000.00), shall be deposited upon execution of this Agreement, which shall be retained by Seller upon the closing of this Agreement as a part of the purchase price;

(b) Buyer, additionally, shall pay the sum of Two Hundred Thousand Dollars (\$200,000.00) cash into Escrow, pursuant to Paragraph 4 hereof.

3. **CLOSING.** Closing of the sale shall take place at Suite 400, 104 Woodmont Boulevard, Nashville, Tennessee 37205 contemporaneously with the final removal of all assets purchased by Buyer from the Weldotron's facility at 111 Chimney Rock Road, Bridgewater, New Jersey, or thirty (30) days after execution of this Agreement, whichever occurs first. At closing, Buyer shall deliver to Seller release of the Escrow, and the funds held by the Escrow Agent shall be made payable to the order of Seller, in the amount of the remaining cash portion of the purchase price, less any adjustments due under Paragraphs 4, 8, and/or 9 herein. Title to and possession of the business and all of the assets sold to the Buyer will be delivered to the Buyer immediately upon the closing. Each of the parties will execute and deliver at closing all

instruments reasonably required to carry out the terms and intent of this Agreement, including, but not limited to, Bill of Sale, and other documentation to assure Buyer that they have purchased the assets free and clear of any and all liens, indebtedness, or encumbrances.

4. **ESCROW AGREEMENT**. Pursuant to the terms of this Agreement, the parties have agreed that an Escrow be established, to be held in a separate account by Business Alliance Capital Corporation, pending the closing of the sale. Business Alliance Capital Corporation, as the Escrow Agent, is acting in an administrative capacity and may only be held liable for damages for its gross negligence, and shall hold the initial down payment of Sixty Thousand Dollars (\$60,000.00) and a deposit of Two Hundred Thousand Dollars (\$200,000.00), being the remaining cash portion to be deposited on or before December 17, 1998, by certified check or wire, from Buyer. The Escrow Agent shall hold the down payment, subject to the inspection to occur on December 8, 1998, pursuant to Paragraph 8 as hereinafter set forth.

The Escrow Agent shall further hold the down payment and additional cash portion, subject to any adjustments in Paragraphs 8 and 9 of this Agreement, until closing. The Escrow Agent shall be released by the Buyer upon the final removal of all assets purchased by Buyer from the Seller or thirty (30) days after the execution of this Agreement, whichever occurs first. Buyer shall use it's best efforts to remove such assets by no later than December 31, 1998.

The Escrow Agent shall, after closing and for a period of one (1) year from the date of this Agreement, hold in further Escrow the sum of Twenty-Five Thousand Dollars (\$25,000.00) for purposes of funding any warranty work, services, or parts incurred by Buyer for the obligations of Weldotron Corporation. The Escrow Agent shall, upon demand billing, pay to Buyer, or its successors and assigns, all approved warranty work, services, or parts. After one (1) year from the date of this Agreement, all funds remaining in Escrow shall be paid to Seller.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER**. Seller hereby represents and warrants as follows:

- (a) It is a corporation duly organized, existing, and in good standing under the laws of the State of Delaware; that it has full power and authority to enter into this

Agreement, and that by entering into this Agreement it has not violated the terms of any other agreement binding upon Seller; that the execution and consummation of this Agreement have been duly authorized by Seller's Board of Directors; that William F. Seibold has been duly authorized by the Seller's Board of Directors to sign this Agreement as Vice President of Seller for and in its behalf; and that all approvals of Seller's shareholders requisite to the valid consummation of this agreement, pursuant to the terms hereof, have been validly obtained;

(b) To the best knowledge of Seller, it is not a party to any lawsuits, claims, or proceedings, relative to the security interest held in Weldotron and its subsidiaries, nor are any such actions threatened or anticipated, except as set forth on Schedule A, to be attached to this Agreement;

(c) It is the legal and beneficial owner of the assets being sold herein as a secured party under the UCC, and, pursuant to surrender of same to Seller by Weldotron.

Such representations and warranties shall survive the closing and shall be true as of the date of closing.

6. **ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SELLER AS TO PROPERTY TO BE DELIVERED AT CLOSING.** At closing, Seller warrants that it has good and marketable title to the assets sold to Buyer and such assets shall not be subject to any security interest, pledge, lien, or other encumbrance, except for those security interests, pledges, liens, or encumbrances, which shall be paid off and released at closing.

7. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants as follows:

(a) It shall be a corporation duly organized, existing, and in good standing under the laws of the State of Tennessee; that it has full power and authority to enter into this Agreement; and that by entering into this Agreement, it has not violated the terms of any other agreement binding upon Buyer; that the execution and consummation of this Agreement, and the execution and delivery of the purchase price have been duly authorized by Buyer's Board of Directors; that James Olsen has been duly authorized by the Buyer's Board of Directors to sign this Agreement; and that all approvals of Buyer's shareholders requisite to the valid consummation of this Agreement, pursuant to the terms hereof, have been validly obtained;

(b) It is agreed and understood that any and all cash and non-cash proceeds obtained by the Buyer, including, but not limited to, accounts receivable of the

collateral pledged to Seller by Weldotron and not subject to the sale herein, shall be promptly forwarded to Seller by Buyer;

(c) Buyer shall honor and perform all warranties for parts and labor incurred by Weldotron for a period of twelve (12) months from the date of agreement, to be limited to the maximum amount of Twenty-Five Thousand Dollars (\$25,000.00) held in Escrow pursuant to Paragraph 4. Buyer assumes no liability or duty to perform in excess of the remaining Escrow balance.

8. **RISK OF LOSS.** Seller assumes all risk of loss due to fire or other casualty up to the time of closing. In the event any such loss occurs prior to the date of closing, the Buyer shall have the right to terminate this Agreement on written notice to the Seller, and upon termination, there shall be no further liability on the part of the Seller or the Buyer hereunder. In the event Buyer decides not to terminate this Agreement following any such fire or casualty, then a new inventory shall be taken and the purchase price payable at closing shall reflect the market value only of the inventory and other items undamaged by such fire or casualty.

9. **CONDITIONS PRECEDENT FOR BUYER.** All obligations of the Buyer under this Agreement are subject to the fulfillment of each of the following conditions:

(a) An inspection of the assets on December 8, 1998, after execution to determine the amount and quantity acceptable to Buyer that the assets are substantially the same as previously inspected on Wednesday, November 18, 1998;

(b) Full compliance by Seller of all agreements and conditions required by this Agreement to be performed and complied with by Seller prior to, or at closing.

10. **RETURN OF DOWN PAYMENT MONEY.** The Buyer's obligations under this Agreement shall terminate due to the failure of any of the conditions delineated in Paragraphs 8 and 9 being satisfied, whereupon the sum of Sixty Thousand Dollars (\$60,000.00), initially paid by Buyer as a down payment to purchase the assets under this Agreement shall be returned to Buyer.

11. **BUYER'S INDEMNITY.** Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, or lawsuits and other proceedings, costs, and expenses (including, without limitation, reasonable attorney fees), arising directly or indirectly out of, or in any way connected with the

assets purchased by Buyer attributable to events occurring after Buyer's acquisition of the property.

12. **SELLER'S INDEMNITY.** Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, costs, and expenses (including, without limitation, reasonable attorney fees), arising directly or indirectly, or out of, or in any way connected with the sale of assets as herein contained with respect to items attributable to events occurring before Buyer's acquisition of the property.

13. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. It may be modified or terminated only by written memorandum executed by both parties.

14. **APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with New Jersey law.

15. **BINDING EFFECT.** All the terms and provisions of this Agreement shall be binding upon, and inure to, the benefit of the parties and their respective representatives and assigns.

16. **NO AGENTS.** Each of the parties hereto hereby represents and warrants to the other that it has not consulted or retained any agents or brokers in connection with the negotiation in consummation of this Agreement. Each party hereby agrees to defend, indemnify, and hold harmless the other party from any claims for agents or brokers fees under this Agreement made by any person claiming solely through one of the parties hereto.

17. **NOTICES.** All notices, whether required or permissive hereunder, shall be given as follows:

Business Alliance Capital Corporation  
c/o W. Seibold  
300 Alexander Park  
Princeton, NJ 08543

Weldotron Acquisition Corporation  
c/o Thomas G. Gammache  
300 Bryant Lane  
Woodbury, Tennessee 37190

**With copies to:**

James A. Dempsey, Esquire  
Reed Smith Shaw & McClay, LLP  
P.O. Box 7839  
Princeton, New Jersey 08543-7839

Charles J. Friddell, Esquire  
104 Woodmont Blvd., Suite 400  
Nashville, Tennessee 37205

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below, effective on the day and date first above written.

**SELLER:**

**BUYER:**

**BUSINESS ALLIANCE CAPITAL CORPORATION**

**WELDOTRON ACQUISITION CORPORATION**

By: *William F. Seibold*  
WILLIAM F. SEIBOLD  
SENIOR VICE President  
Date: 12/9/98

By: *James E. Olsen*  
JAMES OLSEN  
President  
Date: 12, 9, 1998

*MENTIONS TO BE RESPONSIBLE FOR THE COST OF RENTING  
A FORKLIFT SUITABLE TO BUYERS NEEDS  
MENTIONS TO BE RESPONSIBLE FOR THE COST OF RETAINING  
CUSTOMER AND VENDOR AND PARTS ASSEMBLY LISTS FROM COMPUTERS*



**BILL OF SALE**

I, **Thomas G. Gammache**, President of **Weldotron Acquisition Corporation**, a Tennessee corporation, which hereby sells, transfers and conveys all rights, title and interest for and in consideration the sum of Two Hundred Eighty-One Thousand and No/100 (\$281,000.00) paid by **Weldotron 2000, Inc.**, a Tennessee corporation, all property listed on Exhibit A attached hereto consisting of 1 page as initialed by James E. Olsen for the Corporation. The described personalty, equipment and other goods (Exhibit A) are sold "as is" and without any warranties for fitness of purpose or otherwise.

Entered into and executed this 20th day of January, 1999, at Woodbury, Tennessee.

**WELDOTRON ACQUISITION CORPORATION**

**THOMAS G. GAMMACHE**

**Its President**

**EXHIBIT A**

Weldotron Acquisition Corporation shall sell to Buyer all of the assets (except cash) of the Seller comprising Seller's business located at 300 Bryant Lane, Woodbury, Tennessee. The sale shall include all of the following:

- (a) All fixtures, equipment, furniture, manufacturing materials and supplies, inventory, machinery, accounts receivable, accounts, contract rights, general intangibles, appliances, goods and personal property of every kind and nature whatsoever now owned by Seller.
- (b) All rights of Seller in and to all tradenames, trademarks, patents, service marks, copyrights and fictitious names used in connection with the Seller's business;
- (c) All rights of Seller in and to manufacturing plans, specifications, and drawings used in connection with Seller's business to include exclusive use of such plans, specifications, and "know-how" in written form with respect to Seller's business.