

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Agreement for Sale and Purchase of Business Assets
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.M. Wade & Co.		05/30/1997	COMPANY: OREGON

RECEIVING PARTY DATA	
Name:	DOXTECH, INC.
Composed Of:	COMPOSED OF Agreement For Sale and Purchase of Business Assets
Street Address:	10025 S.W. Allen Blvd.
City:	Beaverton
State/Country:	OREGON
Postal Code:	97005
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2143917	DOX
Registration Number:	2213216	DOXTECH

CORRESPONDENCE DATA	
Fax Number:	(503)295-6679
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-224-6655
Email:	michelle@khpatent.com
Correspondent Name:	Kolisch Hartwell, P.C.
Address Line 1:	520 S.W. Yamhill Street
Address Line 2:	Suite 200
Address Line 4:	Portland, OREGON 97035

ATTORNEY DOCKET NUMBER:	DTX 401 & 402
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NAME OF SUBMITTER:	Michelle Turner for Peter E. Heuser
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Total Attachments: 6
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**AGREEMENT FOR SALE AND PURCHASE
OF BUSINESS ASSETS**

DATE: May 30, 1997

PARTIES: R. M. WADE & CO., ("Seller")
an Oregon corporation

DOXTECH, INC., ("Buyer")
an Oregon corporation

R E C I T A L S :

1. Seller operates a division of its business heretofore known as Dotech and in connection therewith owns equipment, inventories, receivables, and other assets used in connection with the operation of its business.

2. Buyer desires to acquire substantially all of the assets of the Dotech division that are used, are useful, or intended to be used in the operation of Seller's business, and Seller desires to sell such assets to Buyer.

AGREEMENT

SECTION 1. ASSETS PURCHASED; LIABILITIES ASSUMED

1.1 Assets Purchased. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, the following assets ("Assets"):

1.1.1 All equipment, tools, molding, and the like listed on the attached Exhibit "A".

1.1.2 All current, saleable inventory in good condition.

1.1.3 All of the Seller's rights under sales orders and contracts of sale for merchandise inventory to which Seller is a party and all of Seller's rights under purchase orders and contracts for the purchase of merchandise to which Seller is a party.

1.1.4 All valid and collectible accounts receivable.

1.1.5 All intellectual property, including trade names, trademarks, copyrights, know-how, and the like.

1.1.6 All literature, drawings, advertising copy, catalogs, promotional material, customer lists, and the like.

1.1.7 Seller's name and good will.

1.1.8 All rights subject to all obligations under (1) the Purchase Agreement dated May 20, 1994, between Seller and a dissolved California company formerly known as Doxtach, Inc., its successor in interest, "Doxtach Liquidating Trust", and Stanley D. Ogden; and (2) an Assignment Agreement dated May 20, 1994, between Seller, Stanley D. Ogden, and William C. Dixon, copies of said Agreements being attached hereto jointly as Exhibit "B".

1.2 Liabilities Assumed. Buyer shall accept the assignment and assume responsibility for all unfilled orders from customers of Seller assigned to Buyer pursuant to Section 1.1.3 above and shall assume responsibility of payment for purchase orders for inventory items that have been placed by Seller. In addition, Buyer shall assume the current indebtedness as may be owed to the Doxtach Liquidating Trust in the amount of \$ _____, said assumption constituting part of the purchase price referred to in paragraph 1.1.8.

SECTION 2. EXCLUDED ASSETS

Excluded from this sale and purchase are Seller's unacceptable inventory, cash, prepaid accounts, and any other assets of the business not specified in Section 1.1.

SECTION 3. PURCHASE PRICE FOR ASSETS OTHER THAN INVENTORIES AND RECEIVABLES

The purchase price for the assets, excluding inventories and receivables, shall be \$50,000 allocated as follows:

Equipment, molds, machinery and tooling	\$38,000.00
Good will	<u>12,000.00</u>
TOTAL	\$50,000.00

SECTION 4. PURCHASE PRICE FOR INVENTORIES

Immediately before closing, Seller will take a closing inventory of merchandise and supplies. Buyer shall have the right to observe and inspect the taking of the inventory.

4.1 Inventories Other than Obsolete Items. The purchase price for Seller's inventory of merchandise and supplies, excluding obsolete inventory, shall be computed at Seller's cost as reflected in Seller's records of inventories on hand at closing. Said inventory shall be attached as Exhibit "C". The purchase price shall be the sum of \$ _____.

SECTION 5. PURCHASE PRICE FOR RECEIVABLES

Immediately before the closing, Seller and Buyer shall agree as to the receivables being purchased hereunder, and the same shall be attached as Exhibit "D". The purchase price for said receivables shall be the sum of \$ _____.

SECTION 6. PAYMENT OF PURCHASE PRICE

The price of the Assets in the total amount of \$50,000 shall be payable by the assumption of the long-term indebtedness in the amount of \$ _____, leaving the sum of \$ _____ due and owing, which sum shall be payable in cash no later than the close of business on June 5, 1997, as per paragraph 10.2.

SECTION 7. ADJUSTMENTS

The operation of Seller's business and related income and expenses up to the close of business on the closing date shall be for the account of Seller and thereafter for the account of Buyer. Expenses, including, but not limited to, utilities, personal property taxes, rents, real property taxes, wages, vacation pay, payroll taxes, and fringe benefits of employees of Seller, shall be prorated between Seller and Buyer as of the close of business on the closing date, the proration to be made and paid, insofar as reasonably possible, on June 5, 1997, with settlement of any remaining items to be made within sixty (60) days following the closing date (except for the payments due on June 5, 1997, as per paragraph 10.2).

SECTION 8. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller shall represent and warrant to Buyer as follows:

8.1 Corporate Existence. Seller is now and on the closing date will be a corporation duly organized and validly

existing under the laws of the state of Oregon. Seller has all requisite corporate power and authority to own, operate, and/or lease the Assets, as the case may be, and to carry on its business as now being conducted.

8.2 Authorization. The execution, delivery and performance of this Agreement shall have been duly authorized and approved by the Board of Directors of Seller, and this Agreement constitutes a valid and binding agreement of Seller in accordance with its terms.

8.3 Title to Assets. Except as described in this Agreement, Seller holds good and marketable title to the Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, or encumbrances.

8.4 Brokers and Finders. Seller has not employed any broker or finder in connection with the transactions contemplated by this Agreement or taken action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.

8.5 Transfer Not Subject to Encumbrances or Third Party Approval. The execution and delivery of this Agreement by Seller, and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge, or encumbrance on any of the Assets and will not require the authorization, consent, or approval of any third party, including any governmental subdivision or regulatory agency.

8.6 Litigation. Seller has no knowledge of any claim, litigation, proceedings, or investigation pending or threatened against Seller that might result in any material adverse change in the business or condition of the Assets being conveyed under this Agreement.

8.7 Accuracy of Representations and Warranties. None of the representations or warranties of Seller contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading. Seller knows of no fact that has resulted or will result in a material change in the business, operations, or assets of Seller that has not been set forth in this Agreement or otherwise disclosed to Buyer.

SECTION 9. REPRESENTATIONS OF BUYER

Buyer represents and warrants as follows:

9.1 **Corporate Existence.** Buyer is a corporation duly organized and validly existing under the laws of the state of Oregon. Buyer has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

9.2 **Authorization.** The execution, delivery, and performance of this Agreement have been duly authorized and approved by the Board of Directors of Buyer, and this Agreement constitutes a valid and binding agreement of Buyer in accordance with its terms.

9.3 **Brokers and Finders.** Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or any other like payment.

9.4 **Accuracy of Representations and Warranties.** None of the representations or warranties of Buyer contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

SECTION 10. CLOSING

10.1 **Time and Place.** This Agreement shall be closed contemporaneously with the execution hereof at the offices of Buyer located at 10025 S.W. Allen Blvd., Beaverton, Oregon, said closing to occur on Friday, May 30, 1997, at 10:00 a.m.

10.2 **Obligations of Parties at Closing.** At the closing, this Agreement shall be signed and the parties shall execute the assignment of the Purchase and Assignment Agreements.

On or before June 5, 1997, (1) the parties shall fill in and initial the blank spaces at paragraphs 1.2, 4.1, 5 and 6; (2) the parties shall attach and initial Exhibits "C" and "D"; (3) Buyer shall pay all amounts due hereunder; and (4) Seller shall deliver its Bill of Sale. Assuming all of the foregoing shall be accomplished by June 5, 1997, said purchase and sale shall be deemed effective as of the close of business on Friday, May 30, 1997.

SECTION 11. PRODUCT LIABILITY AND WARRANTY MATTERS

Seller shall be liable for and hold Buyer harmless from any and all claims for product liability or warranty work or replacement with respect to goods sold on or before May 30, 1997. With respect to goods sold after said date, Buyer shall be solely liable therefor and shall hold Seller harmless therefrom.

SECTION 12. MISCELLANEOUS

Both Buyer and Seller agree to cooperate with respect to executing any and all further documents that may be necessitated by the purchase and sale of the Doxtech business as well as to cooperate with respect to sharing information, delivering assets, documents, messages, and the like.

Should any of the items on Exhibit "A" require repair, Seller will pay the reasonable cost of the same, but not to exceed 20% of the fair market value of the item and provided Buyer notifies Seller of the needed repair prior to putting it into Buyer's service.

IN WITNESS WHEREOF, this Agreement has been executed this 30th day of May, 1997.

R. M. WADE & CO.

By *Edward H. Neisberg*
EDWARD H. NEISBERG,
Its President

"Seller"

DOXTECH, INC.

By *Susan N. Russell*
SUSAN N. RUSSELL,
Its President

"Buyer"