

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gichner Systems Group, Inc.		04/01/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Optima EPS Corp.		
Street Address:	2166 Mountaain Industrial Blvd.		
City:	Tucker		
State/Country:	GEORGIA		
Postal Code:	30084		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	797482	OPTIMA	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4608		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	tadmin@kilpatrickstockton.com		
Correspondent Name:	Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street, suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	44746-235586		
NAME OF SUBMITTER:	Barbara F. Edwards		
Signature:	/bfe/		
Date:	03/03/2006		

OP \$40.00 797482

Total Attachments: 3

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into to be effective as of the 1st day of April, 2004 (the "Effective Date"), by and between **OPTIMA EPS CORP.**, a Delaware corporation ("Purchaser") and **GICHNER SYSTEMS GROUP, INC.**, a Delaware corporation ("Seller"). Seller and Purchaser are sometimes hereinafter referred to jointly as the "Parties" and individually as a "Party."

BACKGROUND:

A. Seller, through its Optima Electronic Packaging Systems Division located in Tucker, Georgia, designs, manufactures and sells metal enclosures, cabinets and racking systems for the telecommunications, electronic computer, control systems and test and measurement industries ("Seller's Optima Operation" or the "Business").

B. Seller has core operations located in Dallastown, Pennsylvania where it designs, manufactures and modifies transportable military and commercial shelters and related systems ("Dallastown Enclosure Business").

C. Purchaser desires to purchase from Seller substantially all of the assets owned or used by Seller relating to Seller's Optima Operation and to assume certain liabilities incurred in connection with the operation of Seller's Optima Operation, and Seller desires to sell such assets and assign such liabilities upon the terms and subject to the conditions hereinafter set forth. For the avoidance of doubt, Seller is not selling any of its assets used in connection with the Dallastown Enclosure Business.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Transfer of Assets. Upon the terms and subject to the conditions contained herein, Seller hereby sells, conveys transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases from Seller, all right, title and interest in and to the "Assets" (as hereinafter defined), free and clear of any and all liens, charges, security interests, mortgages, claims and encumbrances of any kind (each a "Lien"). For purposes of this Agreement, "Assets" shall mean all of the assets, properties and rights owned or used by Seller in connection with the operation of the Business, other than the "Excluded Assets" (as defined in Section 1.2 hereof), including, without limitation, the following:

(a) all machinery, equipment, supplies, office equipment, furniture, vehicles and other personal property located at Seller's facility at 2166 Mountain Industrial Blvd., Tucker,

Georgia 30084-5012 or any other facility or property at which Seller conducts the Business, as more particularly described on Schedule 1.1(a) attached hereto;

(b) all inventories of Seller relating to the Business, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Seller in the production of finished goods (collectively, "Inventory");

(c) all copyrightable works, copyrights, copyright applications, trademarks, trademark applications, service marks, service mark applications, logos, trade dress, trade names, patents, patent applications, maskworks, processes, inventions, computer programs, trade secrets, confidential business information, goodwill and other intellectual property owned or used by Seller in connection with the operation of the Business, including, without limitation, the names "Optima," "Optima EPS" and "Optima Electronic Packaging Systems" and the Internet domain name "www.optimaeps.com," and all of Seller's rights in and to any intellectual property licensed to Seller by any other person or entity and used in the operation of the Business (all of the foregoing referred to collectively as "Intellectual Property");

(d) all customer, advertiser and supplier lists and all other records pertaining to the operations of the Business;

(e) to the extent assignable, all licenses, franchises, approvals, permits, registrations and other similar rights obtained from governmental agencies or authorities related to the Business (and all applications therefor);

(f) subject to Section 1.2, all of Seller's rights under all contracts, agreements, purchase orders, customer orders, covenants, options, leases, guaranties and other similar arrangements, whether oral or written, including, without limitation, all non-competition, non-solicitation, and non-disclosure covenants in favor of Seller related to the Business (all of the foregoing being referred to collectively as the "Contracts");

(g) all accounts receivable, notes receivable and other receivables and all documents, records and other agreements related to the Business (collectively, "Receivables");

(h) all prepaid property and ad valorem taxes, interest and other expenses and all security deposits posted by or on behalf of Seller related to the Business;

(i) all telephone and facsimile numbers and e-mail addresses related to the Business;

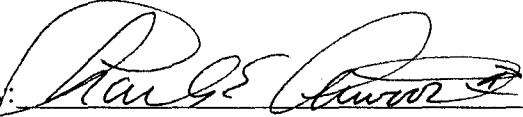
(j) all files, training materials, marketing materials, and other books and records related to the Business;

(k) subject to Section 1.2(f), all claims, refunds, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment against any other person or entity related to the Business;

IN WITNESS WHEREOF, the undersigned have caused their respective duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

"Seller"

GICHNER SYSTEMS GROUP, INC.

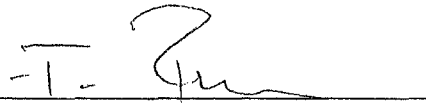
By: 

Name: CHARLES E. ATWOOD II

Title: PRESIDENT & CEO

"Purchaser"

OPTIMA EPS CORP.

By: 

Name: Fred Ruegg

Title: Pres.