

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tree Machine Tool Co., Inc.		07/22/2006	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Machine Tool Marketing, Inc.		
Street Address:	9864 E. Grand River Ste 110-124		
City:	Brighton		
State/Country:	MICHIGAN		
Postal Code:	48116		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1138239	T TREE	
CORRESPONDENCE DATA			
Fax Number:	(262)783-1211		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rkmp@rkmiplaw.com		
Correspondent Name:	Patrick J. Fleis		
Address Line 1:	Ryan Kromholz & Manion, S.C.		
Address Line 2:	P O Box 26618		
Address Line 4:	Milwaukee, WISCONSIN 53226-0618		
ATTORNEY DOCKET NUMBER:	9906		
NAME OF SUBMITTER:	Patrick J. Fleis		
Signature:	/Patrick J. Fleis/		
Date:	04/10/2009		

OP \$40.00 1138239

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("**Agreement**") is entered into as of July 22, 2006 between **Excel Machine Tool Ltd. ("Excel")** a Corporation registered in Singapore, the owner of the assets of **Tree Machine Tool Co., Inc., ("Tree")** (Seller) and **Machine Tool Marketing**, a corporation in the state of Michigan, USA ("**MTM**") (Buyer)

Recitals

- A. "**Excel**" is the recognized owner of **Tree** and has all requisite power and authority to own, sell or license the assets and intellectual properties.
- B. "**Excel**" desires to sell, transfer and assign to **MTM** certain assets and **MTM** desires to purchase such assets from **Excel**, upon the terms subject to the conditions set forth in this agreement.
- C. "**Financial Considerations**" The aggregate fee for the asset purchase of **Tree Machine Tool Co., Inc.**, will be outlined in **Schedule I** of attachments.

Agreement

Trademarks and Trade Names

MTM will purchase the registered trade names and trade marks:

Tree

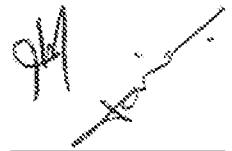
Journeyman

Millennium

Tree Logo(s) and all interest of ownership in said trademarks and trade names.

Intellectual Property Rights

- A. **Excel** owns the names **Tree** / "Journeyman" / "Millennium" / **Tree** logo(s). All intellectual property rights relating to **TREE**, including all names, trademarks, copyrights, patents, trade secrets, know-how, technology and related documentation, are and shall become the property of **MTM** and nothing in this Agreement shall be deemed to grant interest to any other party.
- B. **Intellectual properties** listed in **schedule II**.



ASSET PURCHASE AGREEMENT Continued

Indemnity

MTM and Excel each waive all claims for loss or damage of any kind (including, without limitation, damages for unjust enrichment, loss of prospective profits, reimbursement for expenditures, investments made or commitments entered into or goodwill lost).

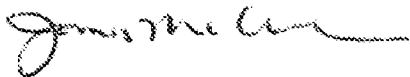
This purchase becomes effective upon the date on which the signatures indicated below are made.

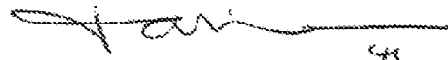
Machine Tool Marketing

Excel Machine Tool Ltd.

SIGNATURE:

SIGNATURE:

James McCue



_____ 41


TITLE: President

TITLE: Representative

DATE: 07/06/2006

DATE: 22/07/06

witnessed by:

COLTAN PARROTTI 

ASSET PURCHASE AGREEMENT Continued

SCHEDULE I

Financial Considerations

Purchase Price

In consideration of the sale of the Assets, **MTM** shall pay to **Excel** or its assignee the sum of \$44,250.00 for all identified assets on the Closing Date.

Payment of Purchase Price

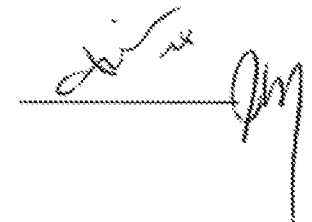
The Purchase Price shall be payable as follows:

Forty Four Thousand Two Hundred and Fifty US Dollars (\$44,250.00) shall be due and payable in cash to **Excel** on the Closing Date.

Delivery.

The Inventory and Equipment shall be delivered to Buyer, FOB Seller's warehouse in Chicago, Illinois, on a date not later than seven (7) days following the Closing Date, which date may be specified by Buyer provided that it is within seven (7) days of the Closing Date.

Initial / Date

Handwritten signature and date, appearing to be "J. [unclear] 11/14/14" and a signature.

ASSET PURCHASE AGREEMENT Continued

SCHEDULE II

Intellectual Property

Registered trade names / trade marks:

Tree	Registration number 1131210
Journeyman	Registration number 1107781
Tree Logo	Registration number 1139410

Intellectual properties:

- Distributor lists
- Web site
- Telephone numbers
- Sales information manuals
- Standard operating manual
- Machine operation manuals (all models)
- Parts manuals (all models)
- Mechanical drawings (all machines)
- Photos and negatives of product / advertising and catalogs
- File cabinets with machine history 41 total
- Shelving and storage racks for inventory
- File cabinets with all **Tree** records

Physical Inventory

On the Closing Date, the parties jointly shall conduct a physical inventory of the spare parts. Each party shall bear its own costs in connection with this inventory. Immediately upon completion of the physical inventory, the parties jointly and in good faith will agree upon a written inventory report identifying the Inventory as the "inventory".

Initial / Date

