

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROTOFLEX INTERNATIONAL HOLDING LTD.		12/04/2008	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Mark Andy Canada Inc.		
Street Address:	18081 Chesterfield Airport Road		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Corporation: CANADA		
Name:	Mark' Andy, Inc.		
Street Address:	18081 Chesterfield Airport Road		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1995118	ROTOFLEX	
CORRESPONDENCE DATA			
Fax Number:	3124635001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Anna L. King		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Anna L. King		
SIGNATURE:	/Anna King/		

CH \$40.00 1995118

DATE SIGNED:

02/09/2017

Total Attachments: 32

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ROTOFLEX INTERNATIONAL INC.

as the Vendor

and

MARK ANDY CANADA INC.

as Canadian Purchaser

and

MARK' ANDY, INC.

as US Purchaser

ASSET PURCHASE AGREEMENT

December 4, 2008

[Asset Purchase Agreement – 10368081]

TRADEMARK
REEL: 005988 FRAME: 0834

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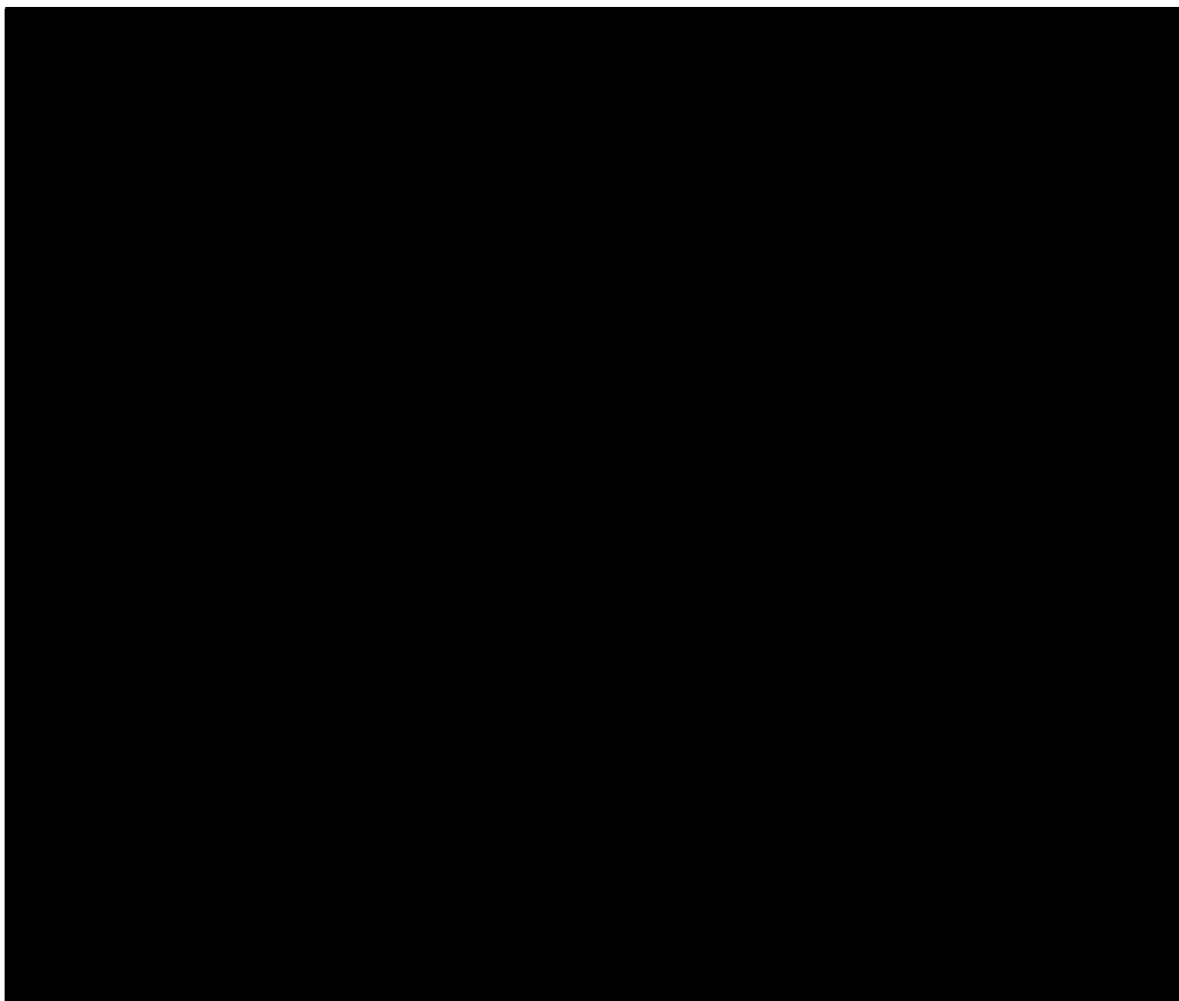
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ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated December 4, 2008, between Rotoflex International Inc. (the "**Vendor**"), Mark Andy Canada Inc. (the "**Canadian Purchaser**") and Mark' Andy, Inc. (the "**US Purchaser**").

RECITALS:

- (a) The Vendor operates the Business, as defined hereinafter, from premises in Mississauga, Ontario;



In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms.

As used in this Agreement, the following words and terms have the following meanings:

- (a) "**Accounts Receivable**" means all accounts receivable, bills receivable, notes receivable, federal and provincial income tax receivables and any interest paid by the tax authorities in respect thereof (including in respect of the Pre-May SRED), trade accounts, book debts and other debts, due or accruing due to the Vendor and the full benefit of all security therefor and all amounts owing under credit insurance policies (including the EDC Policy), including those accounts listed by age of invoice and otherwise disclosed in Schedule 1.1(a). Schedule 1.1(a) also sets out those accounts which are subject to the EDC Policy.
- (b) "**Agreement**" means this agreement of purchase and sale and all schedules and all instruments in amendment or confirmation of it.
- (c) "**Appointment Order**" has the meaning set forth in the Recitals.
- (d) "**Approval and Vesting Order**" has the meaning set forth in the Recitals.
- (e) "**Books and Records**" means all sales and production documents, all invoices and purchase orders, all supplier lists and supplier information, all employee records and all other records and documents related to the Purchased Assets and the operation of the Business (whether in written, printed or electronic form) including the customer lists and customer data and detailed installed base of all equipment sold set forth in Schedule 1.1(e) hereto.
- (f) "**Business**" means the business carried on by the Vendor, which includes the design and manufacture of integrated slitting and inspection machines used by label and film packaging printers.
- (g) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario and New York, New York.
- (h) "**Canadian Purchaser**" means Mark Andy Canada Inc., a corporation incorporated pursuant to the laws of British Columbia.
- (i) "**Cash Flow Statements**" has the meaning specified in Section 5.3.
- (j) "**Claim**" means any claim of any nature whatsoever, including any demand, liability, obligation, debt, cause of action, suit, proceeding, judgment, award, assessment, and reassessment.
- (k) "**Closing**" means the completion of the transactions contemplated herein.

- (l) "**Closing Date**" means 1 Business Day after the condition set forth in Section 6.1(1) has been satisfied or such other later date that the parties agree to in writing.
- (m) "**Closing Time**" means 4p.m. on the Closing Date, or such other time as the parties may agree in writing.
- (n) "**Contract**" means any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral, including any: (i) real property leases and capital leases; (ii) Equipment Leases; (iii) agent and distributor agreements; (iv) leases of personal property; (v) unfilled purchase orders (including backlog); (vi) forward commitments for supplies or materials; (vii) restrictive agreement or negative covenant agreements. All Contracts to which the Vendor is a party are listed in Schedule 1.1(n) hereto.
- (o) "**Court**" means the Ontario Superior Court and any other court having jurisdiction over the Vendor in this matter.
- (p) "**Credit Facilities**" has the meaning specified in the Recitals.
- (q) "**Designated Employees**" has the meaning specified in Section 7.10.
- (r) "**EDC Policy**" has the meaning set forth in Section 6.2(j).
- (s) "**Employee Plans**" means all the employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers or employees of the Vendor maintained, sponsored or funded by the Vendor, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered under which the Vendor may have any liability, contingent or otherwise.
- (t) "**Employees**" means those individuals who are currently or were formerly employed by the Vendor in the Business.
- (u) "**Equipment**" means all equipment, machinery, tools, instruments, vehicles, furniture, office and computer equipment, fixtures, and other tangible personal property, other than Inventory, including the tangible personal property described in Schedule 1.1(u) hereto, which schedule includes a fixed asset listing by cost.
- (v) "**Equipment Leases**" means those equipment and motor vehicle leases described in Schedule 1.1(v) hereto.
- (w) "**ETA**" has the meaning specified in Section 7.7(1).

- (x) "**Excluded Assets**" has the meaning specified in Section 2.2.
- (y) "**Farber**" has the meaning specified in the Recitals.
- (z) "**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any stock exchange and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.
- (aa) "**Intellectual Property**" means all domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) software, including computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and any other industrial property, including, without limitation, the Trade Names, the whole as listed in Schedule 1.1(aa) hereto.
- (bb) "**Interim Financing Period**" means the period commencing on November 17, 2008 and ending on the Closing Date.
- (cc) "**Interim Period**" means the period between the date hereof and the Closing Date.
- (dd) "**Inventory**" means all inventories of the Vendor of every kind and nature, including all raw materials, work-in-progress, finished goods, operating supplies and packaging materials of or pertaining thereto, as described in Schedule 1.1(dd) hereto which lists all inventories by category.
- (ee) "**Lender**" has the meaning specified in the Recitals.
- (ff) "**Person**" includes an individual, partnership, corporation, trust, joint venture or other entity in any capacity and any governmental agency, body or authority.

- (gg) "**Post-May SRED**" means rights to funds receivable under research and development federal and provincial income tax credits for qualified expenditures made on or after May 1, 2008.
- (hh) "**Pre-May SRED**" means rights to funds receivable under research and development federal and provincial income tax credits for qualified expenditures made prior to May 1, 2008.
- (ii) "**Purchase Price**" has the meaning specified in Section 3.1.
- (jj) "**Purchased Assets**" has the meaning specified in Section 2.1.
- (kk) "**Purchasers**" means, collectively, the Canadian Purchaser and the US Purchaser, or if this Agreement has been assigned pursuant to Section 8.10 hereof, then such assignee(s).
- (ll) "**Receiver**" means Farber or if not Farber, any other party who is appointed interim receiver and receiver by the Court pursuant to the Appointment Order, which party shall, upon such appointment, sign as a counterparty to this Agreement.
- (mm) "**Security**" has the meaning specified in the Recitals.
- (nn) "**SRED Amount**" has the meaning specified in Section 3.1(3).
- (oo) "**Tax Return**" means a report, return or other information or form required to be supplied to a Governmental Entity with respect to any taxes, charges, duties, impositions, levies, fees, surtaxes, withholdings, dues and liabilities of any kind.
- (pp) "**Trade Names**" means any trade name used by the Corporation, including, Rotoflex, Rotoflex USA, Inc., Rotoflex International, Rotoflex International Holdings, LTD, vrp Web Technologies, Inc.
- (qq) "**US Purchaser**" means Mark' Andy, Inc., a corporation incorporated pursuant to the laws of Missouri.
- (rr) "**US Purchaser Facility**" has the meaning specified in Section 8.4.
- (ss) "**Vendor**" means Rotoflex International Inc., a corporation incorporated pursuant to the laws of Ontario.

1.2 Gender and Number.

Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.

1.3 Headings, etc.

The division of this Agreement into Articles, Sections, Subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

1.4 Currency.

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian currency.

1.5 Payments.

All payments to be made hereunder shall be made by way of certified cheque, draft of a Canadian chartered bank or wire transfer of immediately available funds.

1.6 Severability.

Any Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof or thereof.

1.7 Entire Agreement.

This Agreement and the agreements contemplated herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior and intermediate agreements, understandings, negotiations and discussions, whether oral or written, of the said parties. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

1.8 Amendments.

This Agreement may only be amended, modified or supplemented by a written agreement signed by all of the parties hereto.

1.9 Waiver.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

1.10 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein which apply to contracts made and to be performed entirely in Ontario.

1.11 Inclusion.

Where the word "**including**" or "**includes**" is used in this Agreement, it means "including (or includes) without limitation".

1.12 Incorporation of Schedules.

The following are the schedules attached to and incorporated in this Agreement:

Schedule 1.1(a)	Accounts Receivable
Schedule 1.1(e)	Books and Records
Schedule 1.1(n)	Contracts
Schedule 1.1(u)	Equipment
Schedule 1.1(v)	Equipment Leases
Schedule 1.1(aa)	Intellectual Property
Schedule 1.1(dd)	Inventory
Schedule 2.1	Allocation of Purchased Assets between Purchasers
Schedule 2.2	Excluded Assets
Schedule 3.2	Allocation of Purchase Price
Schedule 6.2(l)	Agreement and Confirmation
Schedule 6.2(m)	Non-Competition Agreement
Schedule 7.10	Designated Employees
Schedule 8.5	Broker

ARTICLE 2
PURCHASE AND SALE

2.1 Purchased Assets.

(1) Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchasers and the Purchasers agree to purchase from the Vendor on the Closing Date at the Closing Time, the undertaking and all of the property and assets of every kind and description and wheresoever situate, of the Vendor, other than the Excluded Assets (collectively, the "**Purchased Assets**"), and subject to the terms and conditions of this Agreement and the Appointment Order, the Receiver, exercising the powers of sale granted to it pursuant to the Appointment Order and the Approval and Vesting Order, shall convey to the Purchasers the Purchased Assets. The Purchased Assets include the following:

- (a) The Inventory;
- (b) The Equipment;
- (c) The Intellectual Property;
- (d) Subject to Section 2.3, the full benefit of all contracts or agreements in connection with the Business to which the Vendor is a party, including the Equipment

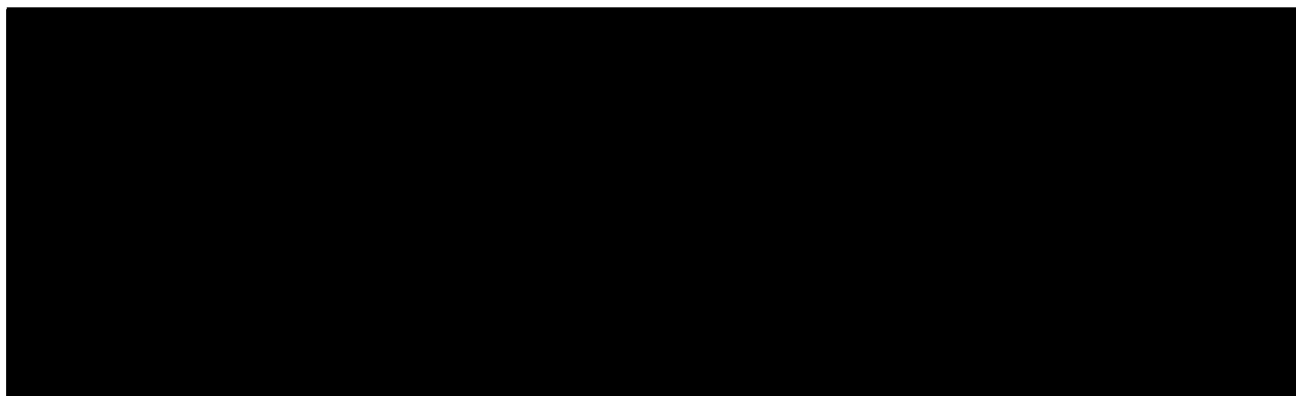
Leases, and which either of the Purchasers has elected to acquire, by written notice to the Receiver, given prior to Closing;

- (e) Any permits or licences of the Business, but only to the extent that such may be conveyed by the Receiver under the Approval and Vesting Order;
 - (f) The Books and Records;
 - (g) Any goodwill associated with the Business, but only to the extent that such may be conveyed by the Receiver under the Approval and Vesting Order;
 - (h) All cash and cash equivalents;
 - (i) The Accounts Receivable; and
 - (j) Any Claims by the Vendor against any other Person, including warranty claims.
- (2) Pursuant to this Section 2.1, the Canadian Purchaser is acquiring the Purchased Assets set forth in part A of Schedule 2.1 and the US Purchaser is acquiring the Purchased Assets set forth in part B of Schedule 2.1.

2.2 Excluded Assets.

The assets set forth in Schedule 2.2 (collectively, the "Excluded Assets") shall be specifically excluded from the purchase and sale of assets provided for in this Agreement.

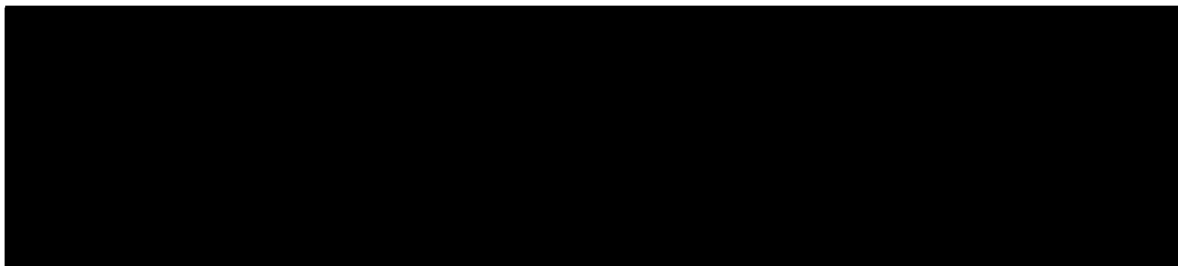
2.3 Assignment of Contracts.



2.4 No Assumption of Liabilities.

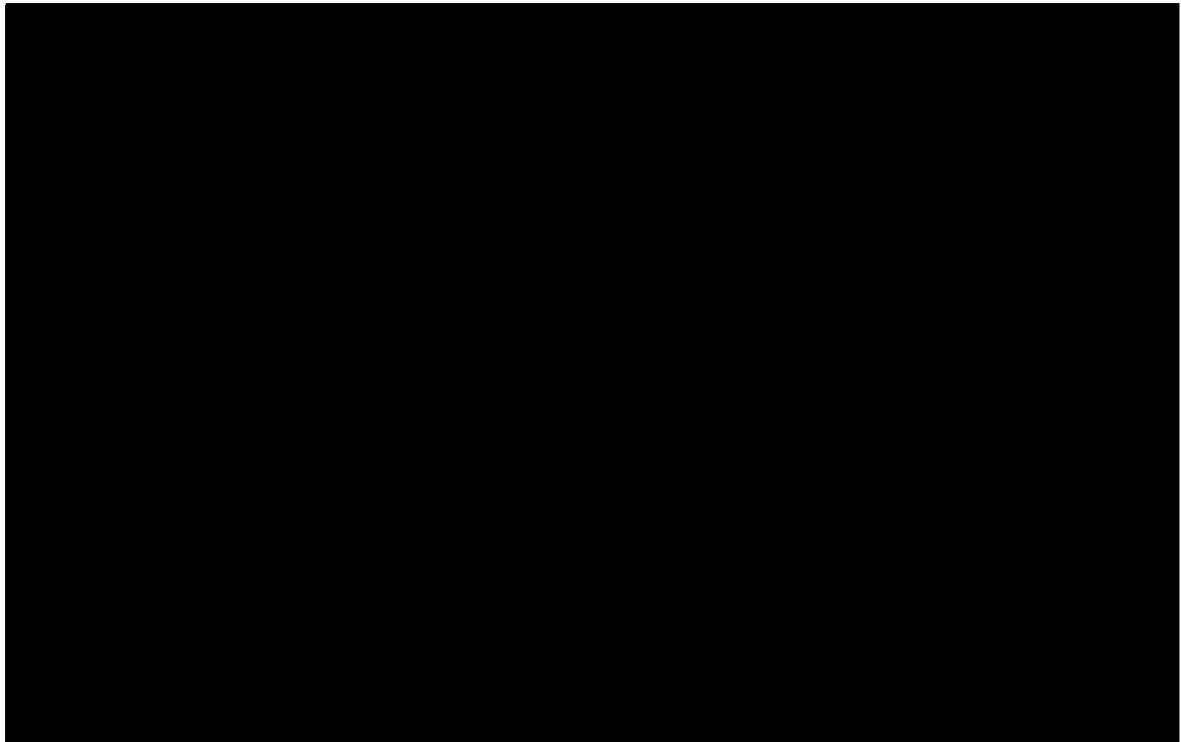
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2.5 As is, Where is.

The Purchasers acknowledge that the Purchased Assets are being purchased on an "as is, where is" basis and that they have inspected the Purchased Assets and are relying entirely upon their own investigations and inspections heretofore and hereafter conducted in proceeding with the transactions contemplated hereunder. Without limiting the foregoing, the Purchasers acknowledge that there are no representations, warranties, terms, conditions, understandings or collateral agreements, express or implied, statutory or otherwise, with respect to the Purchased Assets or in respect of any other matter or thing whatsoever except as otherwise expressly stated herein. The Purchasers further acknowledge that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchasers from the Vendor or any of its directors, officers, employees, professional consultants or advisors with respect to the Purchased Assets or otherwise relating to the transactions contemplated in this Agreement has been obtained for the convenience of the Purchasers only and is not warranted to be accurate or complete.

ARTICLE 3
PURCHASE PRICE

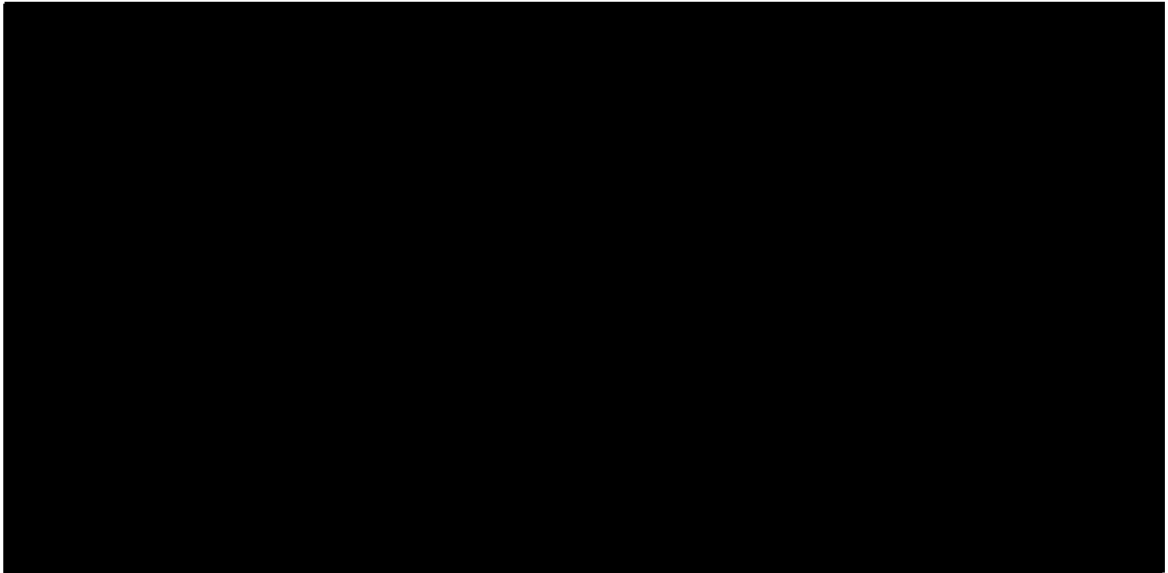
3.1 Purchase Price.

(1)

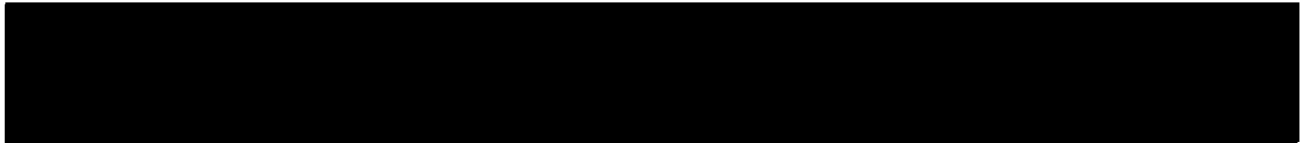


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3.2 Allocation of Purchase Price.

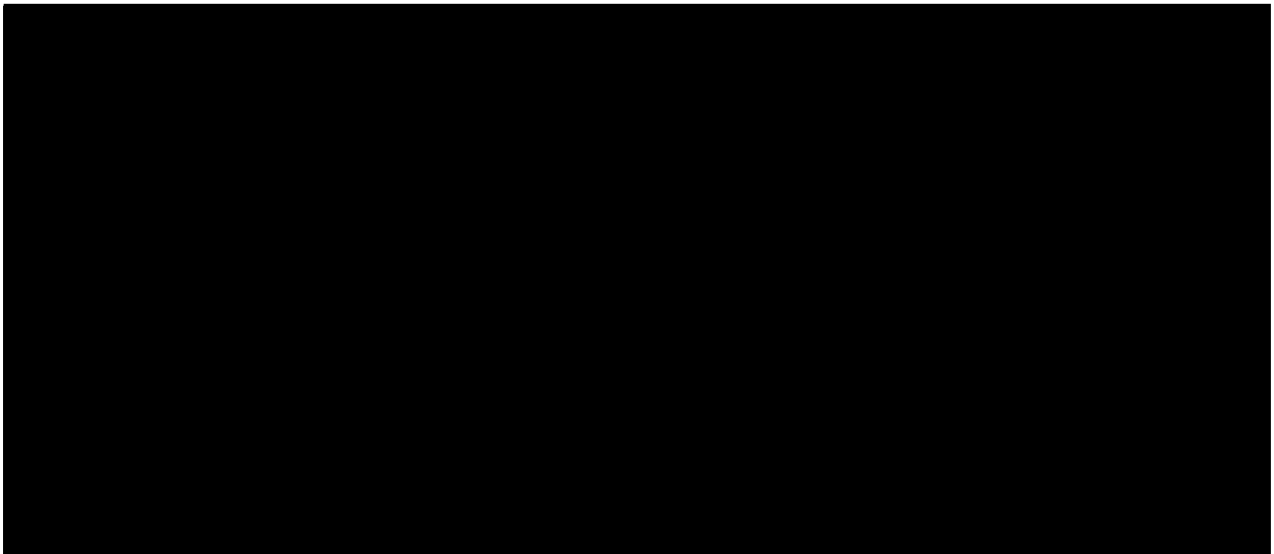


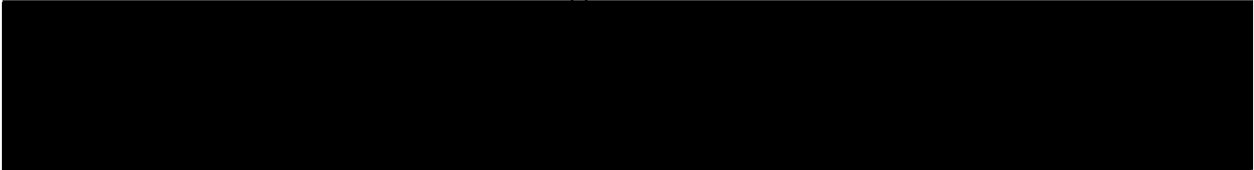
3.3 Payment of Purchase Price.



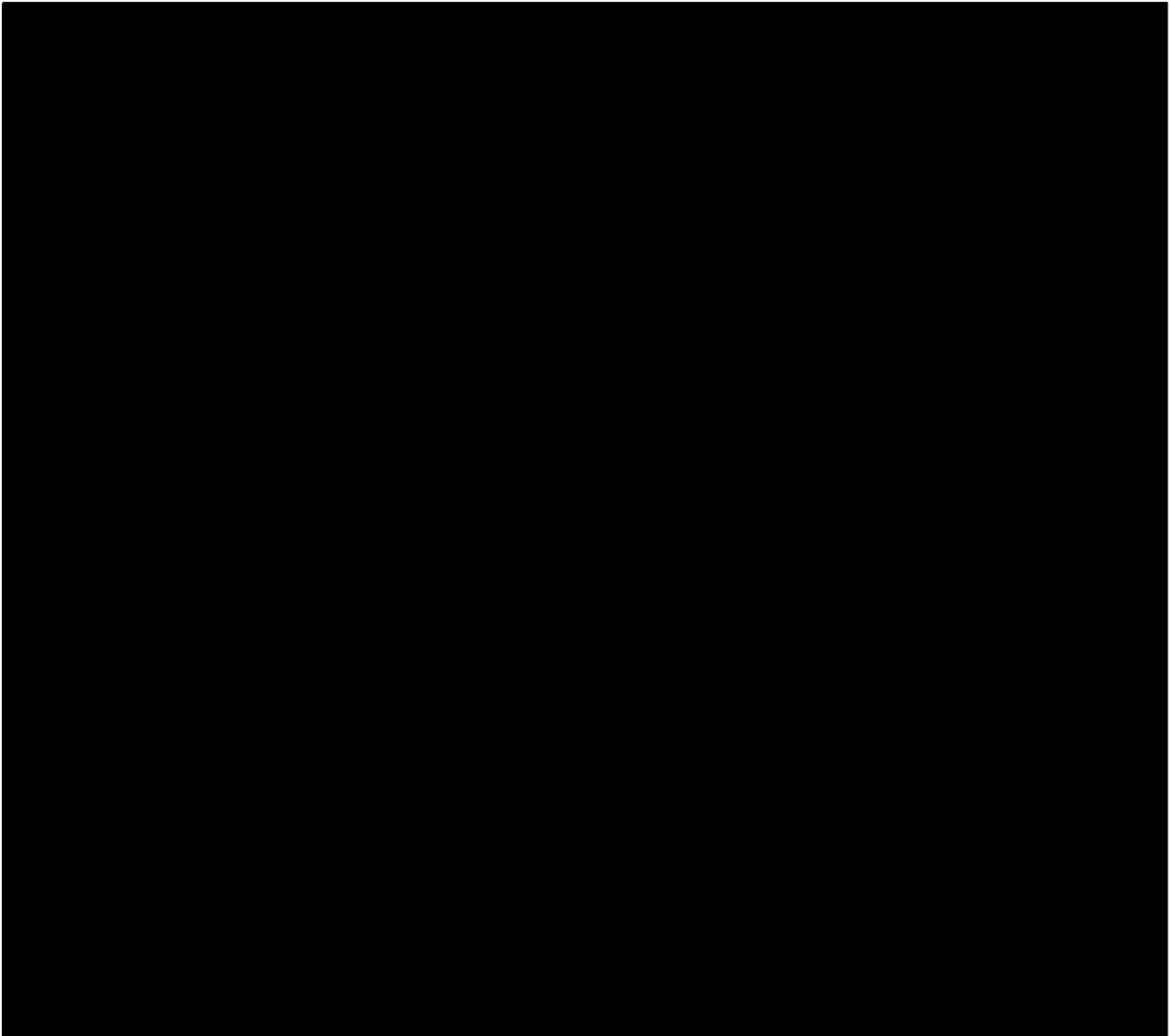
ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Receiver.

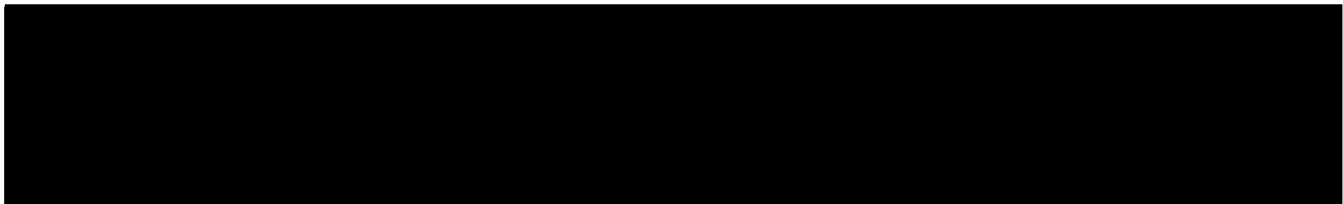


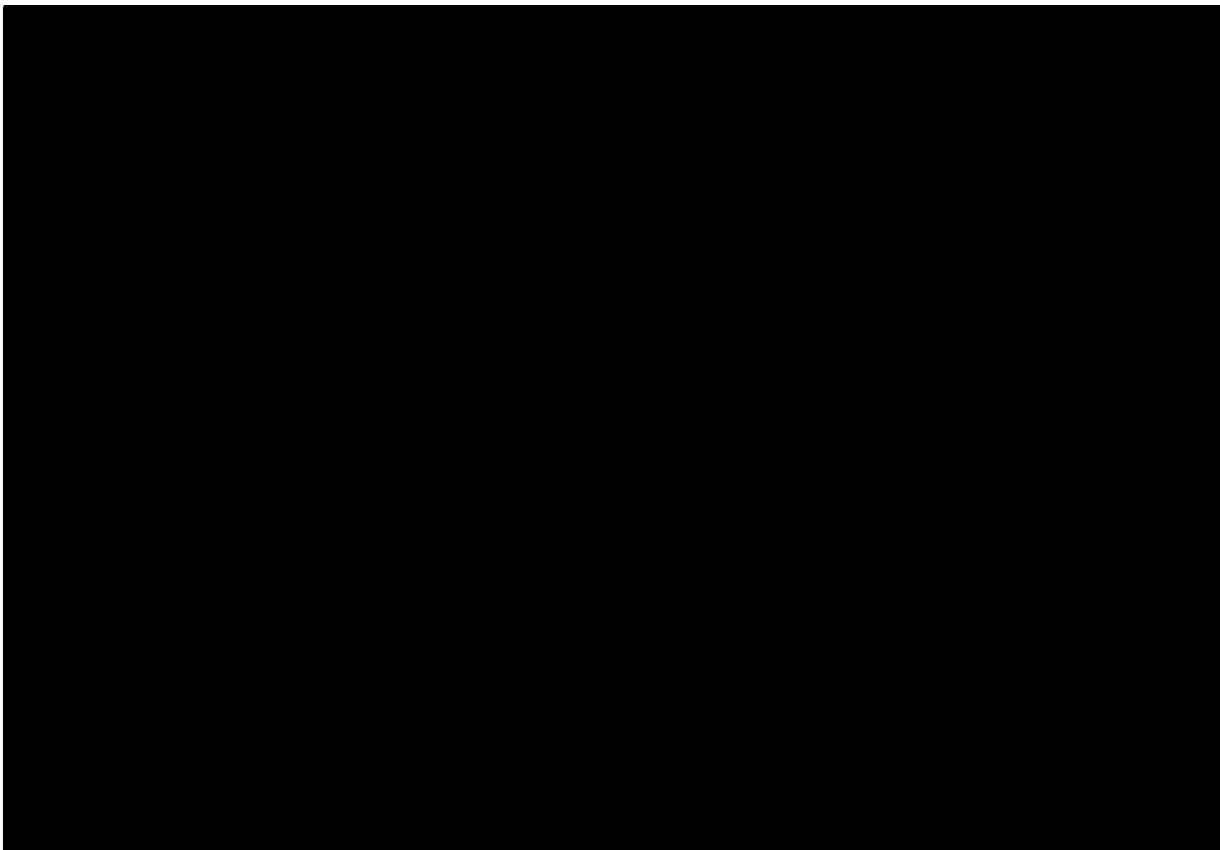


4.2 Representations and Warranties of the Vendor.

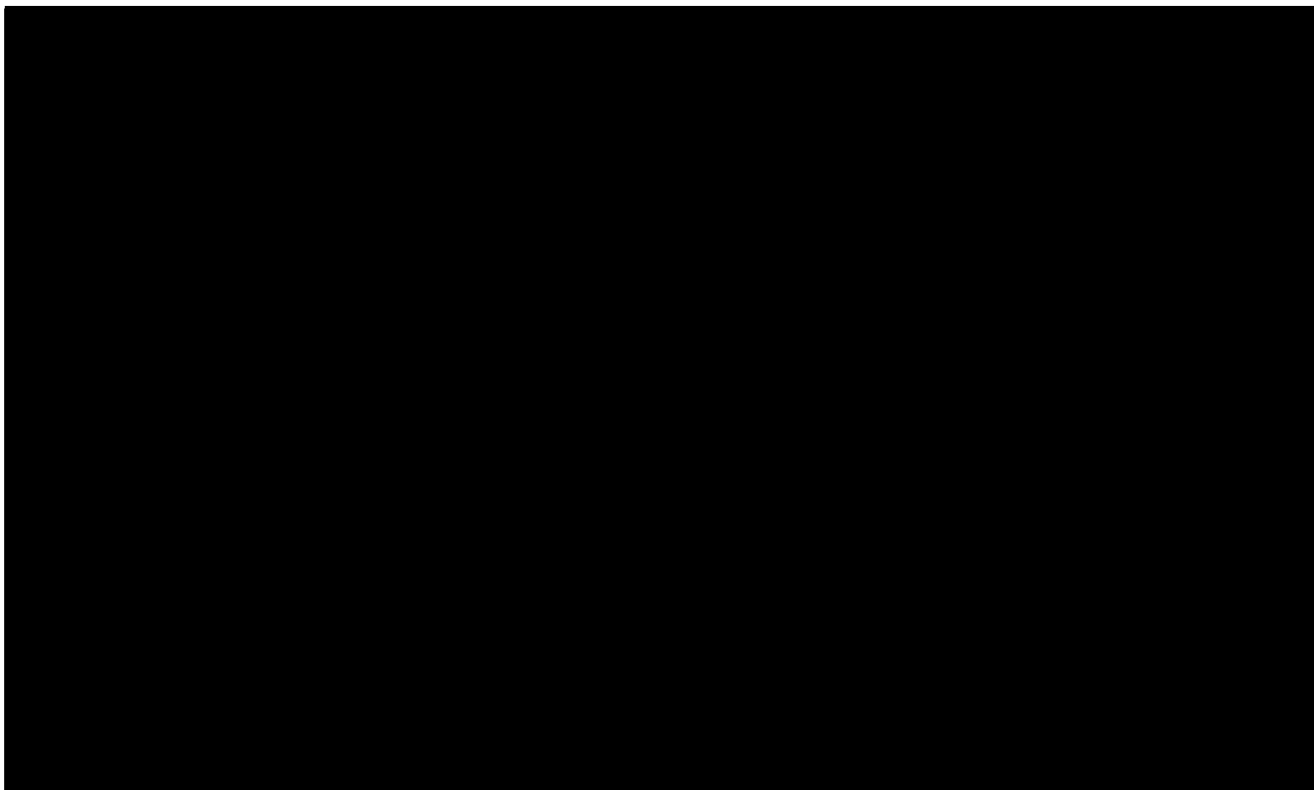


4.3 Representations and Warranties of the Canadian Purchaser.



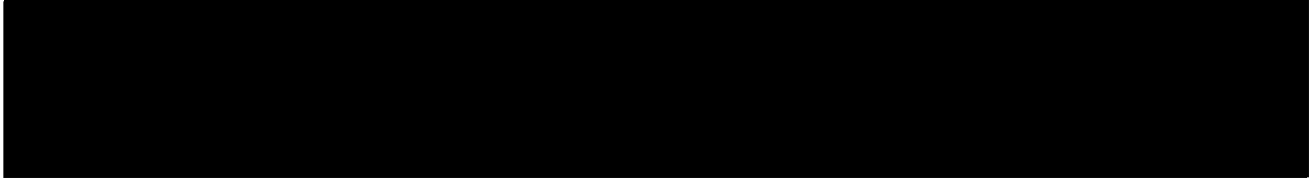


4.4 Representations and Warranties of the US Purchaser.

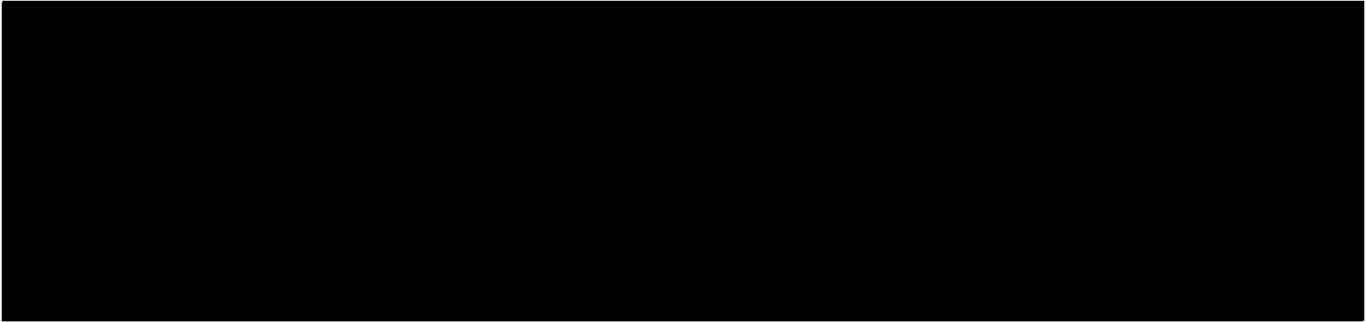




4.5 Survival of Representations and Warranties.

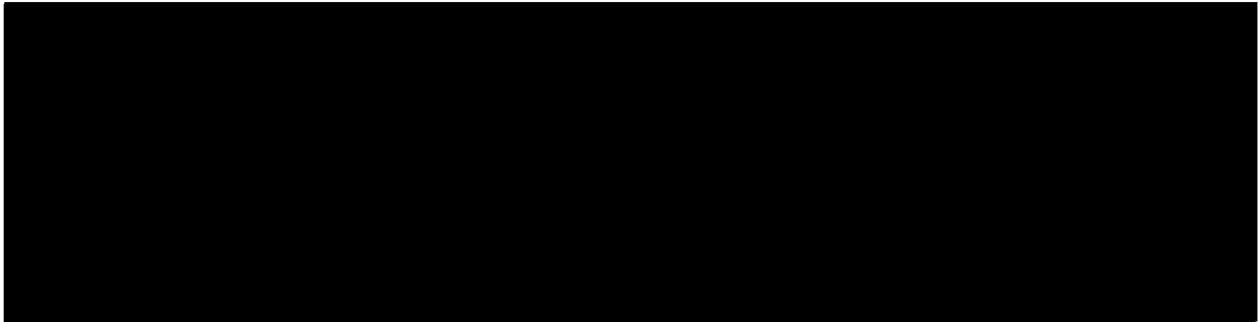


4.6 Covenants of the Receiver.

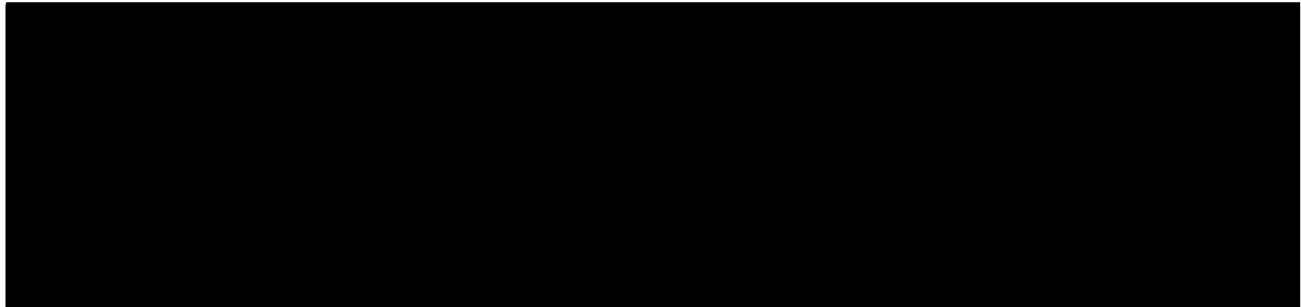


ARTICLE 5
INVESTIGATIONS BY THE PURCHASERS

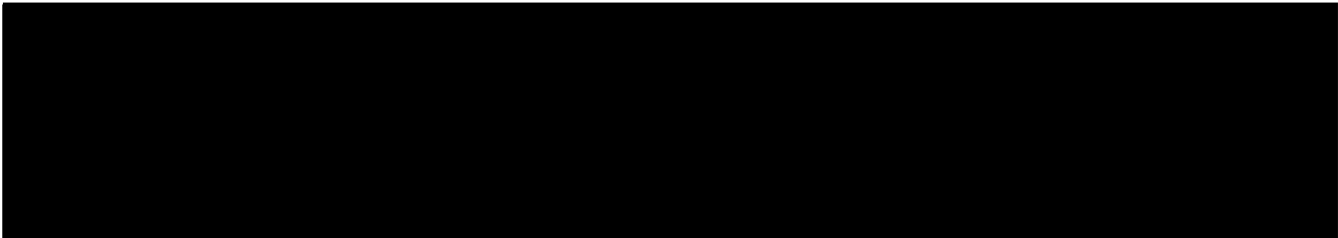
5.1 Review of Title Documents.



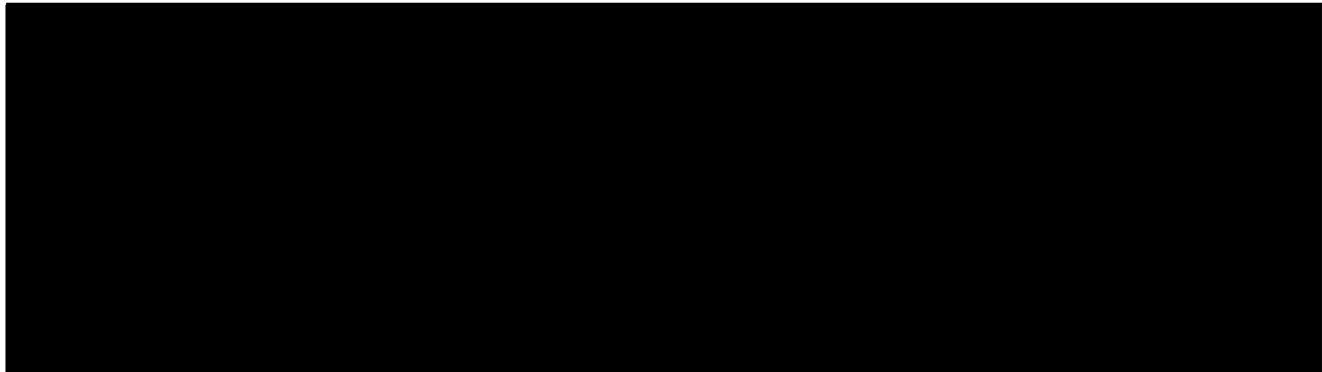
5.2 Review of Books and Records.



5.3 Notice of Disbursements and Receipts.

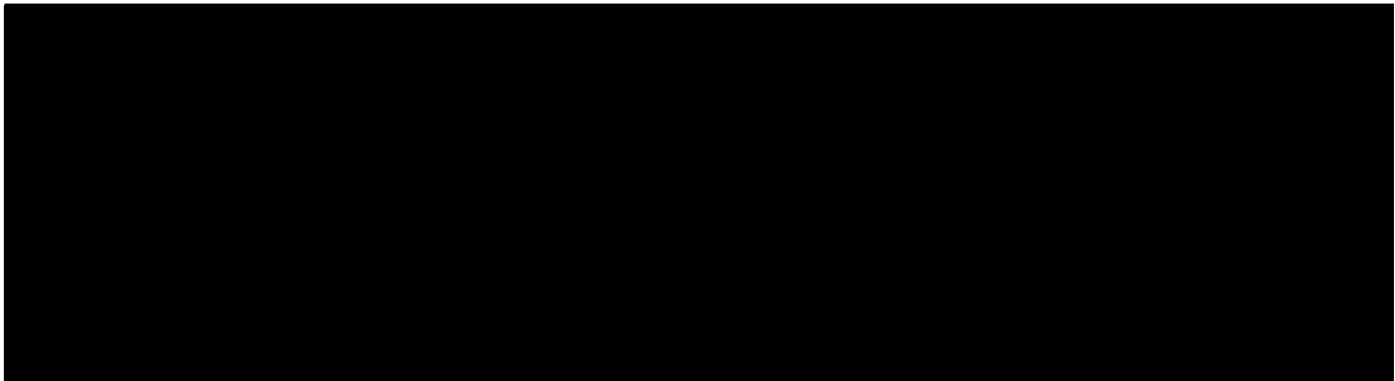


5.4 Confidentiality.

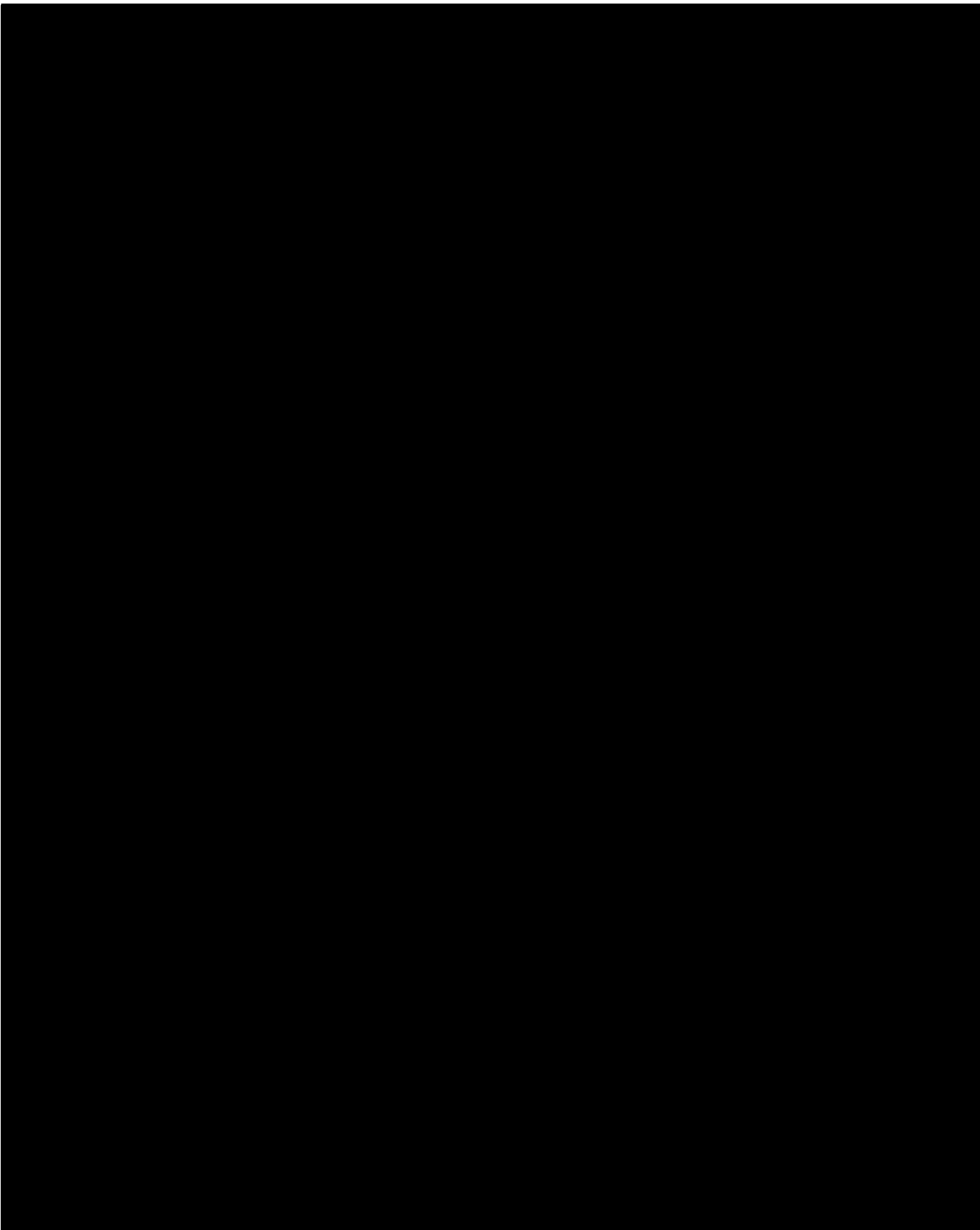


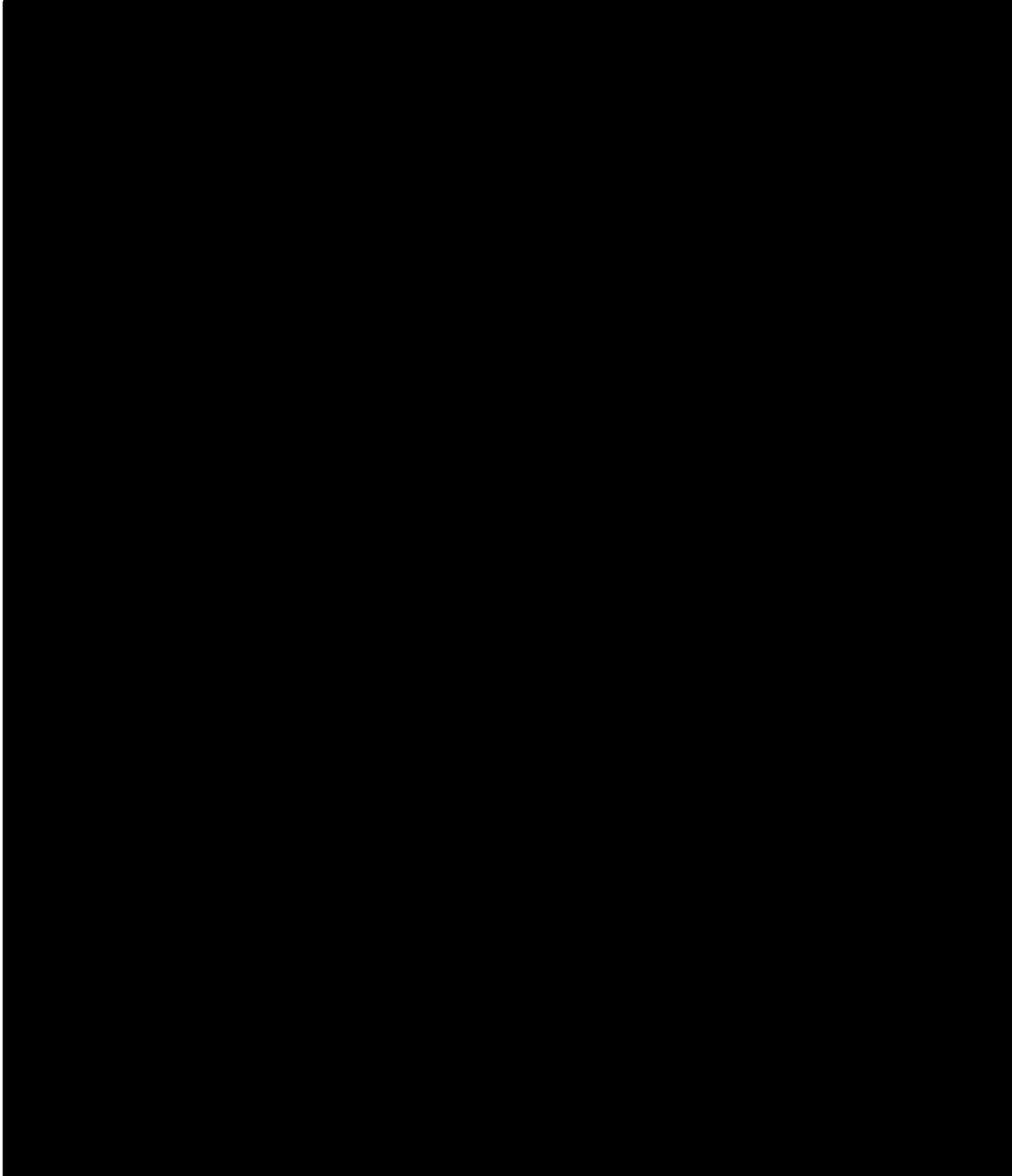
ARTICLE 6
CONDITIONS

6.1 Conditions for the Benefit of all Parties.

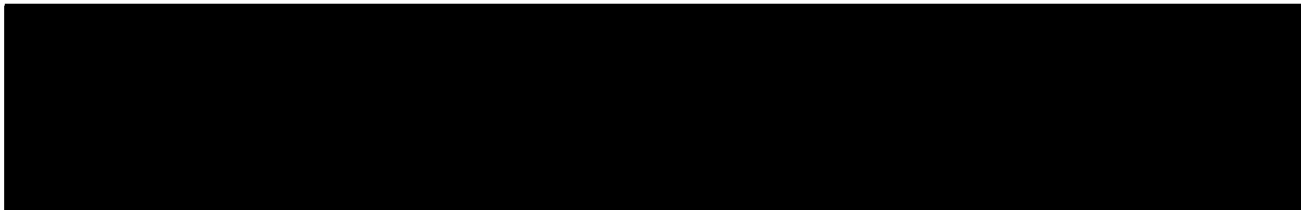


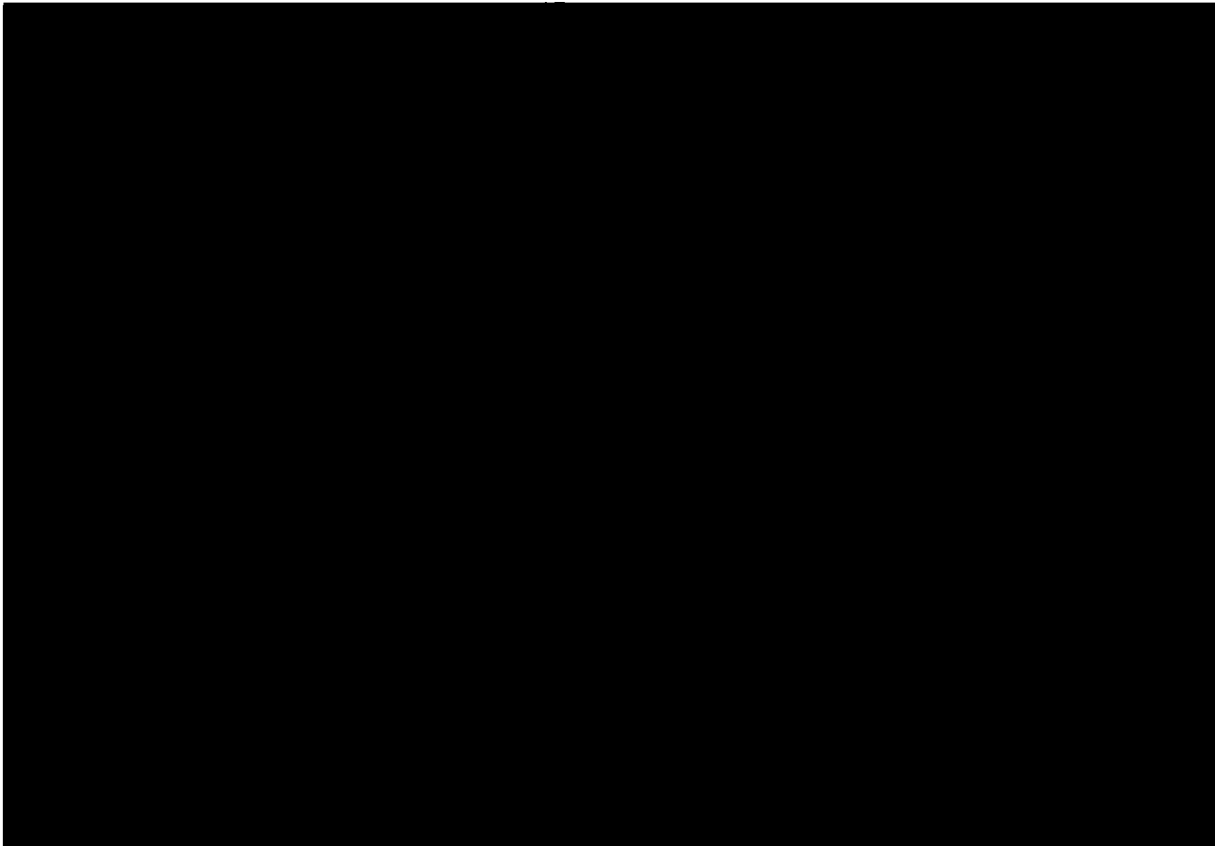
6.2 Conditions for the Purchasers.



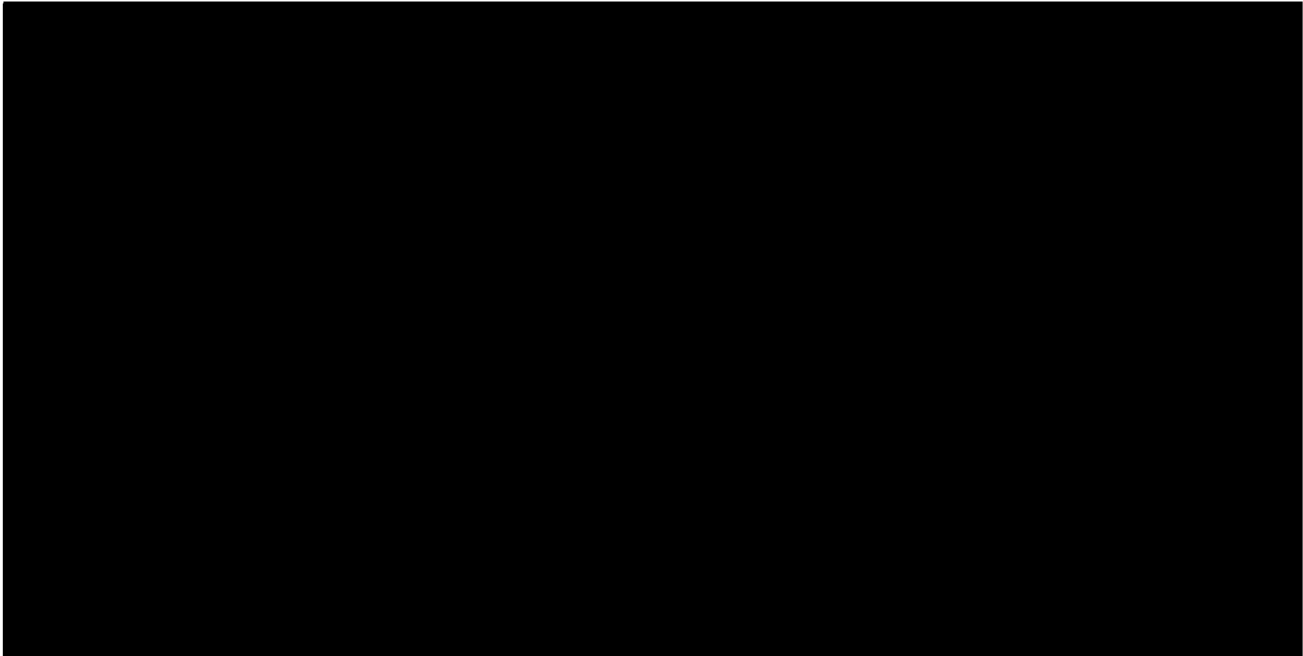


6.3 Conditions for the Vendor.





6.4 Non-Satisfaction of Conditions.



ARTICLE 7
CLOSING

7.1 Time and Place of Closing.

The completion of the transactions contemplated by this Agreement shall take place at the Closing Time at the offices of Stikeman Elliott LLP, Commerce Court West, Toronto, Ontario, M5L 1B9, or at such other place as may be agreed upon between the parties hereto.

7.2 Vendor's Deliveries on Closing.

At or before the Closing Time, upon fulfilment by the Purchasers and the Receiver of all the conditions herein in favour of the Vendor which have not been waived in writing by the Vendor, the Vendor shall deliver the following, each of which shall be in form and substance satisfactory to the Purchasers and the Receiver, acting reasonably:

- (a) A notarial copy of the Appointment Order;
- (b) A notarial copy of the Approval and Vesting Order;
- (c) Specific assignments as may be required for registration purposes, executed by the Vendor and the Receiver, of all of the right, title and interest of the Vendor in and to the Trade Names and other Intellectual Property;
- (d) Arrangements for access to the Purchased Assets in conjunction with the agreement specified in Section 6.2(i);
- (e) All completed documentation necessary in order to change the name of the Vendor and its affiliates, including executed articles of amendment, shareholder and director resolutions, and other necessary documentation;
- (f) The Books and Records;
- (g) A certificate of a senior officer of the Vendor confirming the truth and accuracy of the representations and warranties of the Vendor pursuant to Section 6.2(a); and
- (h) Such further and other documentation as is referred to in this Agreement, or as the Purchasers and the Receiver may reasonably require to give effect to this Agreement.

7.3 Purchasers Deliveries on Closing.

At or before the Closing Time, upon fulfilment by the Vendor and the Receiver of all the conditions herein in favour of the Purchasers which have not been waived by the Purchasers, the Purchasers shall execute and deliver the following, each of which shall be in form and substance satisfactory to the Vendor and the Receiver, acting reasonably:

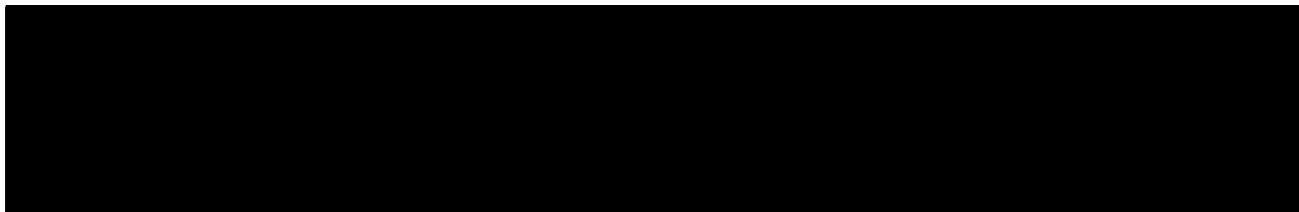
- (a) A bank draft, certified cheque or wire transfer of immediately available funds in the amount provided in Section 3.1;
- (b) Evidence of the payment of taxes, duties, fees and charges, as required by Section 7.6, if applicable;
- (c) The election contemplated by Section 7.7(5);
- (d) Any certificate contemplated by Section 7.8(2) to substantiate the applicable provincial sales tax exemptions;
- (e) A certificate of a senior officer of each of the Purchasers confirming the truth and accuracy of the representations and warranties of the Purchasers pursuant to 6.3(a); and
- (f) Such further and other documentation as is referred to in this Agreement or as the Vendor and the Receiver may reasonably require to give effect to this Agreement.

7.4 Receiver Deliveries on Closing.

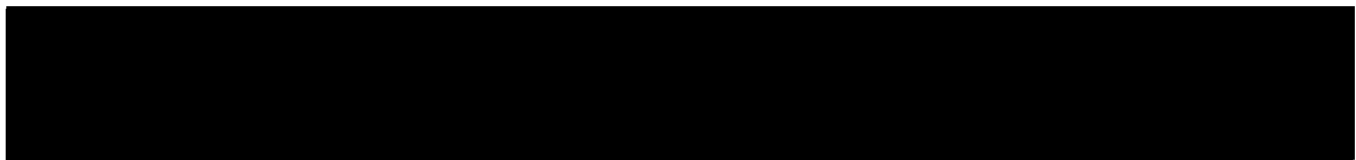
At or before the Closing Time, upon fulfilment by the Vendor and the Purchasers of all the conditions herein in favour of the Receiver which have not been waived by the Receiver, the Receiver shall execute and deliver the following, each of which shall be in form and substance satisfactory to the Vendor and the Purchasers, acting reasonably:

- (a) A certificate of the Receiver confirming the truth and accuracy of the representations and warranties of the Receiver;
- (b) The Receiver's certificate in the form attached to the Approval and Vesting Order; and
- (c) Such further and other documentation as is referred to in this Agreement or as the Vendor and the Purchasers may reasonably require to give effect to this Agreement.

7.5 Insurance Matters.

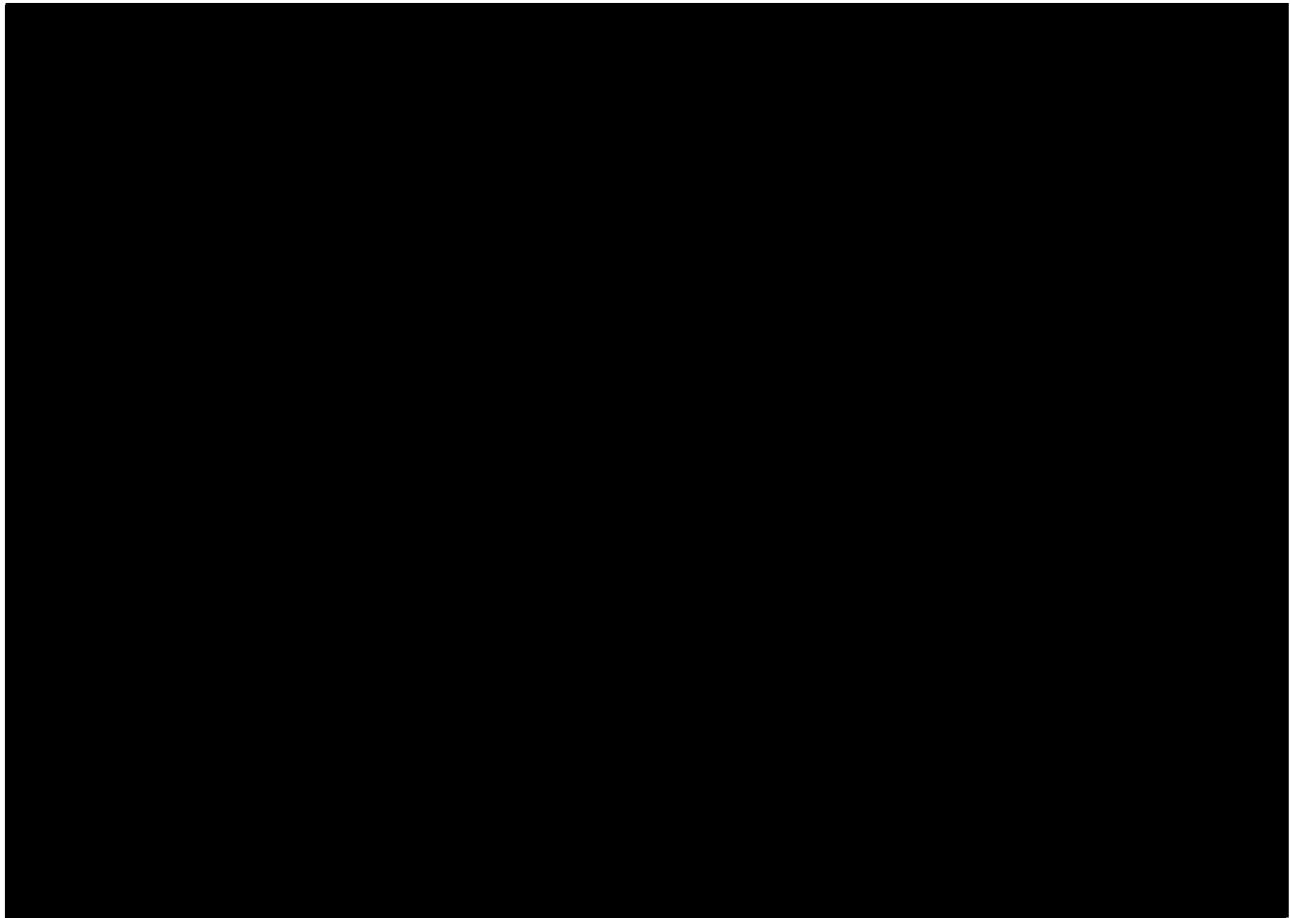


7.6 Taxes.

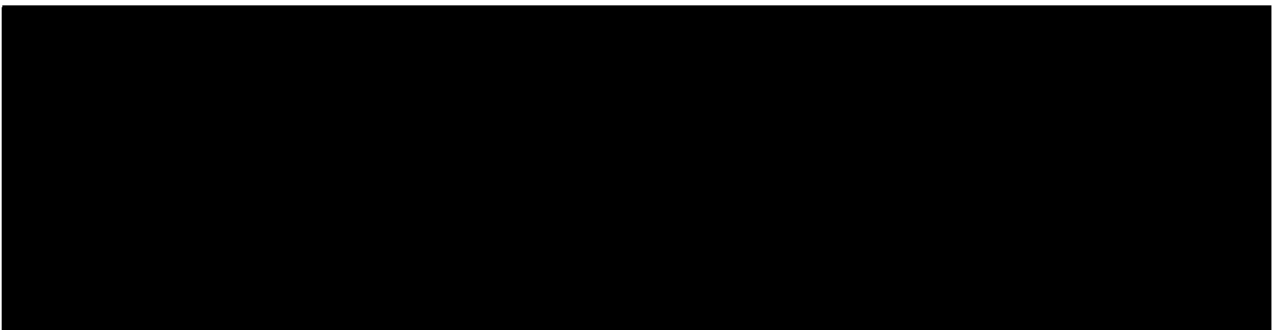




7.7 Goods and Services Tax.



7.8 Provincial Sales Taxes

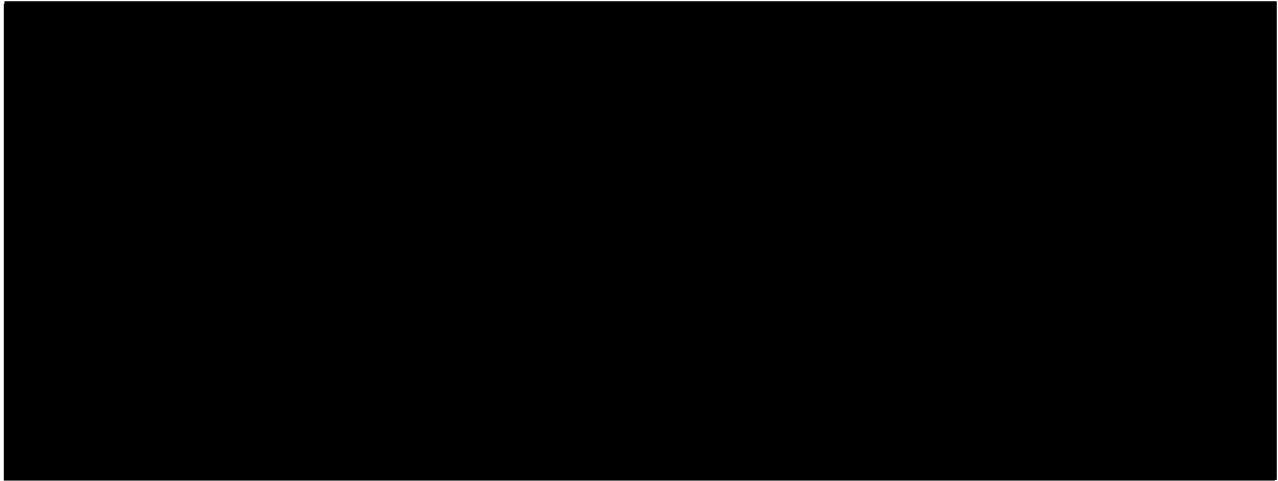




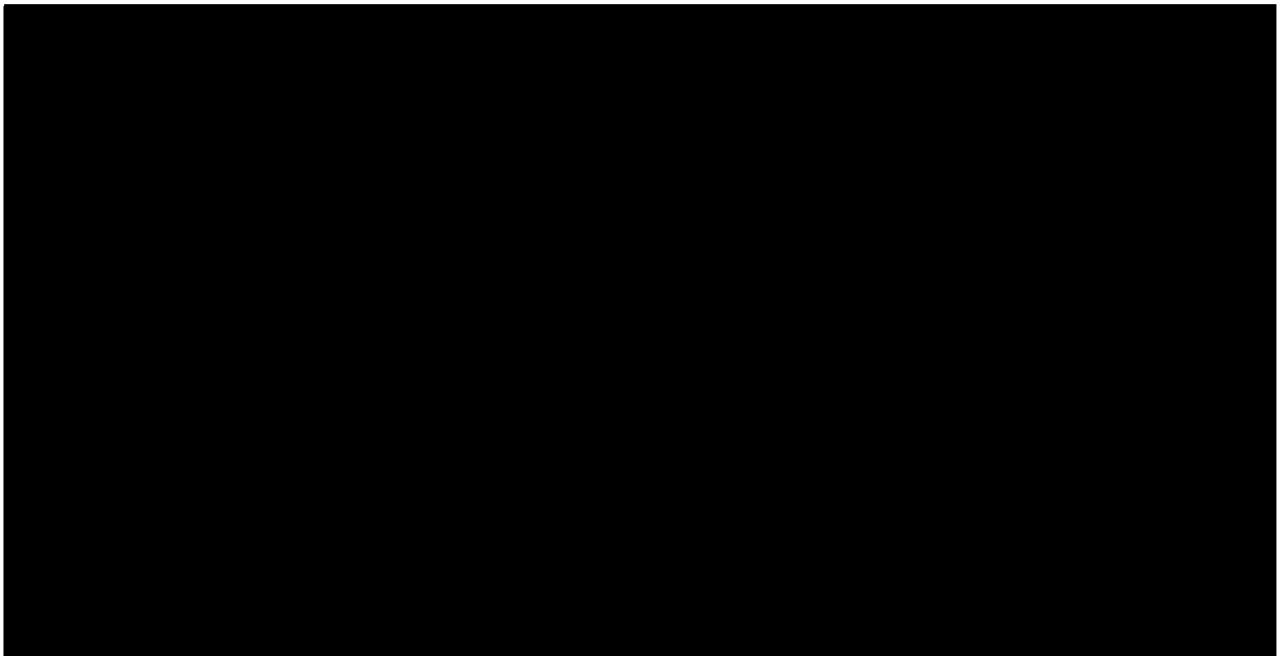
7.9 Tax Cooperation.

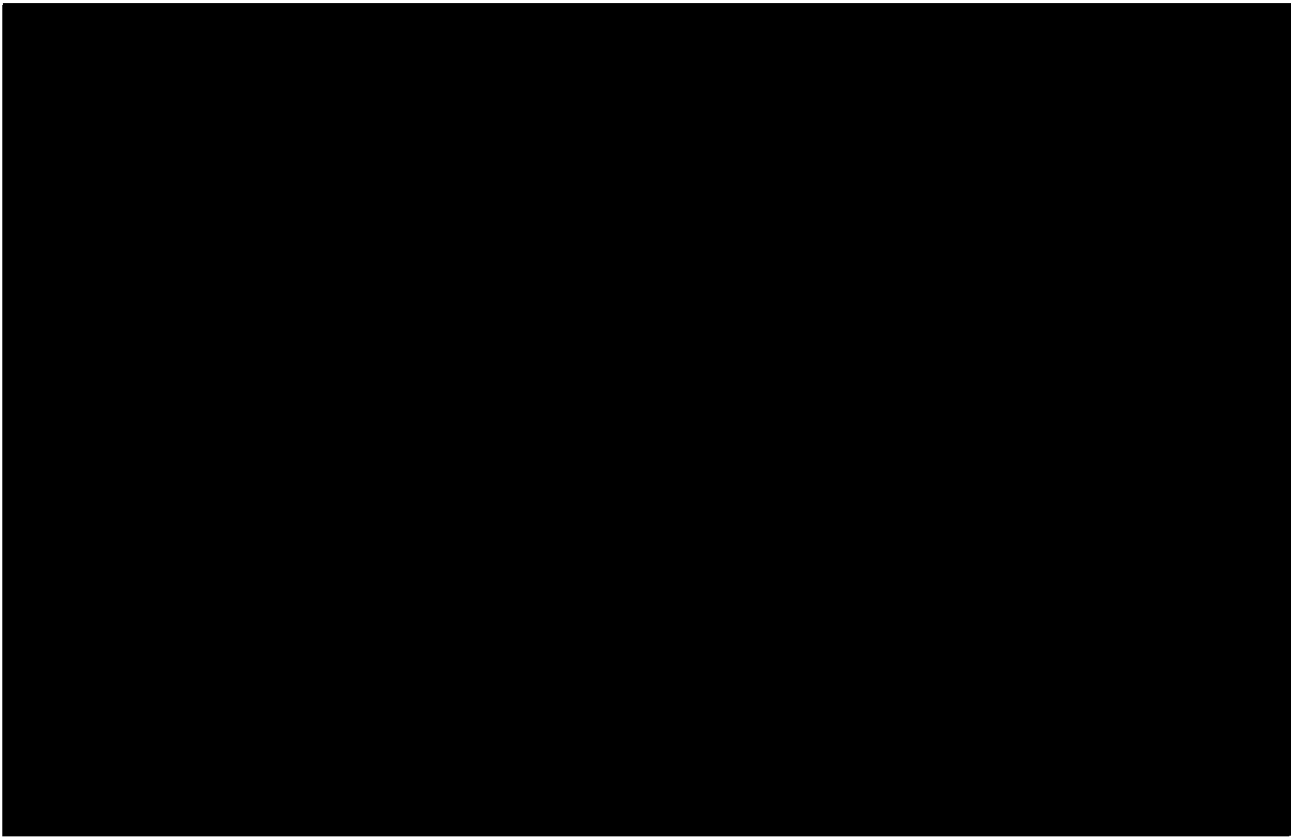


7.10 Employees.



7.11 Risk of Loss.



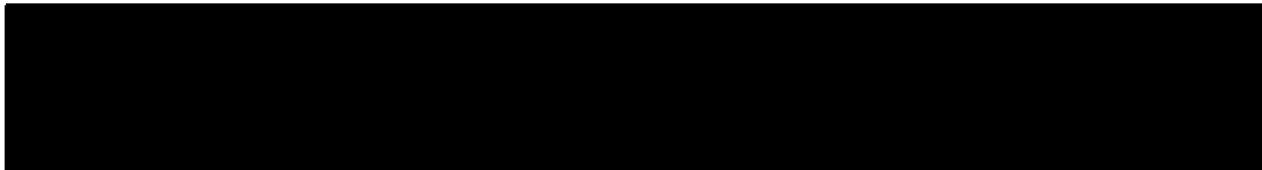


7.13 Name Change.

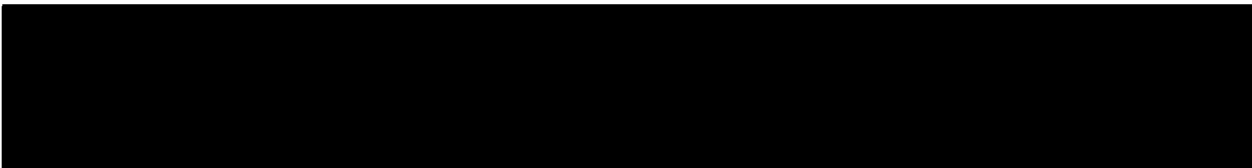
Immediately following the Closing, the Vendor will change its name to one that does not use, alone or in combination with any other words, the word "Rotoflex", any derivative of "Rotoflex", or any name confusingly similar to "Rotoflex" or words relating in any way whatsoever with the Business.

ARTICLE 8
MISCELLANEOUS

8.1 No Personal Liability of Vendor.



8.2 Publicity.

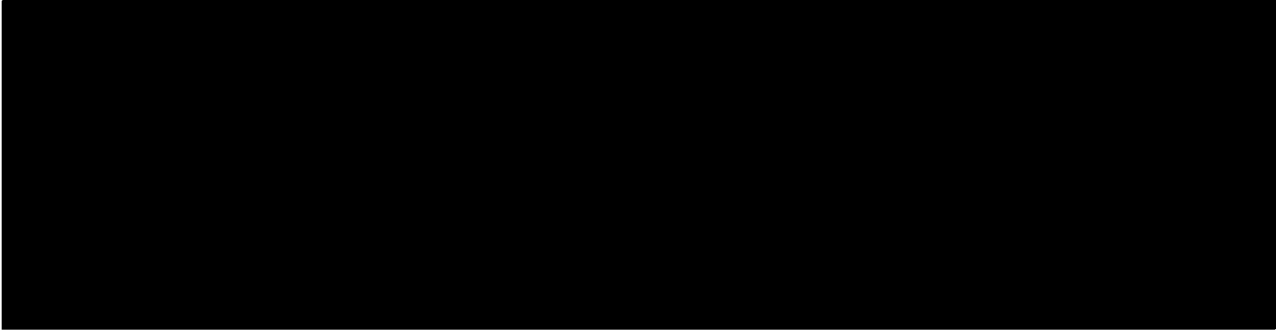




8.3 Expenses.



8.4 Delivery.



8.5 No Brokers.



8.6 Third Party Beneficiaries.

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto and their successors and permitted assigns, and no person, other than the parties hereto and their successors and their permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

8.7 Notices.

Any notice, direction or other instrument required or permitted to be given hereunder shall be in writing and given by delivering or sending it by facsimile or other similar form of communication addressed:

(a) to the Canadian Purchaser at:

18081 Chesterfield Airport Road
Chesterfield, Missouri 63005
U.S.A.

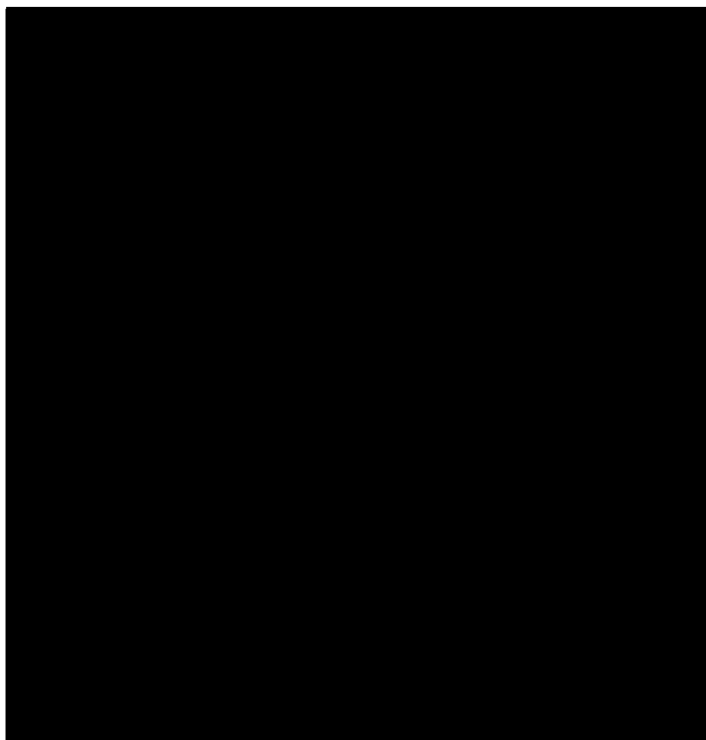
Attention: Michael D. Howard
Facsimile: (636) 519-3502

(b) to the US Purchaser at:

18081 Chesterfield Airport Road
Chesterfield, Missouri 63005
U.S.A.

Attention: Michael D. Howard
Facsimile: (636) 519-3502

(c) to the Vendor at:



Any such notice, direction or other instrument given as aforesaid shall be deemed to have been effectively given if sent by facsimile or other similar form of telecommunications, on the next Business Day following such transmission or, if delivered, to have been received on the date of such delivery. Either party may change its address for service from time to time by notice given

in accordance with the foregoing and any subsequent notice shall be sent to the party at its changed address.

8.8 Further Assurances.

Each of the parties hereto, upon the request of the other party hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents, assignments, transfers, conveyances and assurances, as may be reasonably necessary or desirable to effect complete consummation of the objects of and the transactions contemplated by this Agreement.

8.9 Enurement.

This Agreement shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns.

8.10 Assignment.

This Agreement shall not be assignable in whole or in part by the Vendor or the Purchasers, except that the Purchasers may, by notice to the Vendor at least 5 Business Days prior to the Closing Date, assign the benefit of this Agreement to their affiliates or assign the benefits of this Agreement, in whole or in part and any right to payment or monies under this Agreement free of any present or future rights of deduction, counterclaim or set-off of any kind, to a lender or lenders a continuing collateral security for obligations owed to it or them without consent of the other Parties, but no such assignment shall derogate from the obligations of the Purchasers hereunder.

8.11 Time of the Essence.

Time shall be of the essence of this Agreement.

8.12 Counterparts and Faxes.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. In addition, execution of this Agreement by either party may be evidenced by way of faxed transmission of such party's signature (which signature may be by separate counterpart) or a photocopy of such faxed signature, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute valid and effective execution and delivery by such party of this Agreement.

8.13 Survival.

The obligations of the Purchasers pursuant to Section 5.4 shall survive termination for a period of one year.

8.14 Tender.

Any tender of funds or documents may be made upon the parties or their respective solicitors.

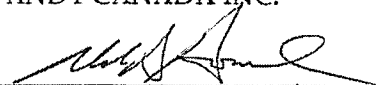
[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement.


ROTOFLEX INTERNATIONAL INC.

By: _____
Name:
Title:

MARK ANDY CANADA INC.


By:  _____
Name: *Michael D. Howard*
Title: *Vice President & CFO*

MARK' ANDY, INC.

By:  _____
Name: *Michael D. Howard*
Title: *Vice President & CFO*

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement.

ROTOFLEX INTERNATIONAL INC.

By: 
Name: Reinhard Muhs
Title: President

MARK ANDY CANADA INC.

By: _____
Name:
Title:

MARK' ANDY, INC.

By: _____
Name:
Title:

Schedule 1.1(aa)

INTELLECTUAL PROPERTY

█ [REDACTED]
█ [REDACTED]
█ [REDACTED]

4. **Trade Names** –Rotoflex, Rotoflex USA, Inc., Rotoflex International, Rotoflex International Holdings, LTD, vrp Web Technologies, Inc.

█ [REDACTED]
█ [REDACTED]
█ [REDACTED]