

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/05/1997
CONVEYING PARTY DATA	
Name	Execution Date
American Precision Plastics Corp.	08/05/1997
RECEIVING PARTY DATA	
Name:	American Precision Plastics Acquisition Corp.
Street Address:	7975 N. Hayden Road
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85258
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D405204
CORRESPONDENCE DATA	
Fax Number:	(312)580-1189
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-580-1180
Email:	dma@olsonhierl.com
Correspondent Name:	Dennis H. Ma
Address Line 1:	20 N. Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60606-3113
ATTORNEY DOCKET NUMBER:	MMS//VGI (300256-74)
NAME OF SUBMITTER:	Dennis H. Ma

Total Attachments: 10
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**PATENT
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ASSET PURCHASE AGREEMENT, dated as of August 5, 1997 by and among American Precision Plastics Corporation, a Colorado corporation ("Seller"), the undersigned shareholders of Seller (sometimes referred to individually as "Shareholder" and collectively as "Shareholders"), American Precision Plastics Acquisition Corporation, an Arizona corporation ("APPAC"), and Tech Group Capital, Inc., an Arizona corporation ("Tech Group Capital" and collectively with APPAC, the "Purchaser").

RECITALS

A. Seller is engaged in the business of high-speed plastic injection molding manufacturing, specializing in disposable products for the medical and medical and industrial laboratory markets (the "Business").

B. APPAC and Tech Group Capital are each a wholly-owned subsidiary of The Tech Group, Inc., an Arizona corporation ("Tech Group").

C. Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from Seller, the Business, including, without limitation, all right, title and interest of Seller in and to certain properties and assets of the Business, and in connection therewith the Purchaser is willing to assume certain liabilities of Seller relating thereto, all upon the terms and subject to the conditions set forth herein.

D. The Shareholders desire Seller to sell the Business to the Purchaser.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Purchaser, Seller and the Shareholders hereby agree as follows:

AGREEMENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms. As used in this Agreement, capitalized terms shall have the meanings assigned to them in Exhibit A.

ARTICLE II

PURCHASE AND SALE

SECTION 2.01 Assets to Be Sold. (a) On the terms and subject to the conditions of this Agreement, Seller shall, on the Closing Date, sell, assign, transfer, convey and deliver to the Purchaser or cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, and the Purchaser shall purchase from Seller, all of Seller's right, title and interest in and to the assets, properties, goodwill and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, directly or indirectly owned by Seller or to which

Seller is directly or indirectly entitled and, in any case, belonging to or used or intended to be used in the Business, other than the Excluded Assets (the assets to be purchased by the Purchaser being referred to as the "Assets"), including, without limitation, the following:

- (i) the Business as a going concern;
- (ii) the goodwill, if any, of Seller relating to the Business;
- (iii) all furniture, fixtures, equipment, machinery and other Tangible Personal Property used or held for use by Seller at the locations at which the Business is conducted, or otherwise owned or held by Seller at the Closing Date for use in the conduct of the Business;
- (iv) all vehicles and rolling stock;
- (v) all Inventories;
- (vi) all Receivables;
- (vii) all bank accounts (other than the Purchase Price Bank Account and subject to the Seller's retention of the Excluded Amount as set forth in Section 2.01(b)(iv)) designated by the Purchaser prior to the Closing, books of account, general, financial, tax and personnel records, invoices, shipping records, supplier lists, correspondence and other documents, records and files and all computer software and programs and any rights thereto owned, associated with or employed by Seller or used in, or relating to, the Business at the Closing Date, other than organization documents, minute and stock record books and the corporate seal of Seller;
- (viii) all of Seller's Intellectual Property Rights including, without limitation, the name "American Precision Plastics";
- (ix) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including rights to insurance proceeds and rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof), pertaining to, arising out of, and inuring to the benefit of Seller;
- (x) all sales and promotional literature, customer lists and other sales-related materials owned, used, associated with or employed by Seller at the Closing Date;
- (xi) all contracts, licenses, sublicenses, agreements, leases, commitments, and sales and purchase orders, and under all commitments, bids and offers;
- (xii) all municipal, state, federal and international franchises, permits, licenses, agreements, waivers and authorizations held or used by Seller in connection with, or required for, the Business, to the extent transferable, and all experience rating accounts for unemployment and workers' compensation insurance, to the extent transferable; and
- (xiii) all other assets, rights and claims of every kind and nature used or intended to be used in the operation of, or residing with, the Business.

IN WITNESS WHEREOF, Seller, the Shareholders and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

AMERICAN PRECISION PLASTICS CORPORATION

By: William A. Schmidt
Name: William A. Schmidt
Title: (Owner) & CEO

PURCHASER:

AMERICAN PRECISION PLASTICS ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

TECH GROUP CAPITAL, INC.

By: _____
Name: _____
Title: _____

SHAREHOLDERS:

William Schmidt
William Schmidt

Harold Bernthal

Margaret Bernthal

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SELLER:

AMERICAN PRECISION PLASTICS CORPORATION

By: _____
Name: _____
Title: _____

PURCHASER:

AMERICAN PRECISION PLASTICS ACQUISITION CORPORATION

By: Thomas A. Niemiec
Name: Thomas A. Niemiec
Title: Secretary/Treasurer

TECH GROUP CAPITAL, INC.

By: Thomas A. Niemiec
Name: Thomas A. Niemiec
Title: Secretary/Treasurer

SHAREHOLDERS:

William Schmidt

Harold Bernthal

Margaret Bernthal

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Title: _____

PURCHASER:

AMERICAN PRECISION PLASTICS ACQUISITION CORPORATION

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Name: _____
Title: _____

TECH GROUP CAPITAL, INC.

By: _____
Name: _____
Title: _____

SHAREHOLDERS:

William Schmidt

Harold G Bernthal

Harold Bernthal

Margaret Bernthal

Margaret Bernthal

John Crotty
John Crotty

Karen Crotty
Karen Crotty

Trust #1 under Trust Agreement dated August 21, 1984

By: _____
Milton L. Patrick, Trustee

By: _____
Julia A. Patrick, Trustee

James Swartout

Terrence A. Gibbons Trust dated July 22, 1996

By: _____
Terrence A. Gibbons, Trustee

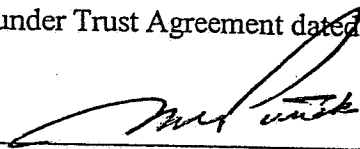
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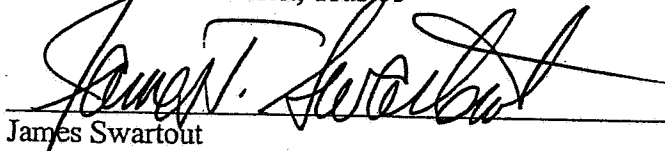
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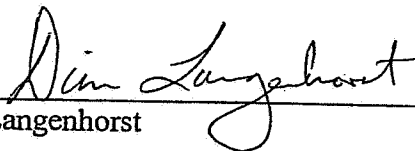
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Dian Langenhorst