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Form PTO-1595 (Rev. 01-09)
OMB No. 0651-0027 (exp. 02/28/2009)

02-03-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



ET

To the Director of the U.S. Patent &

103546465

documents or the new address(es) below.

1. Name of conveying party(ies)

Specialty Cellular Products

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 12/08/08

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: Rainwater Holdings, Inc.

Internal Address: _____

Street Address: 8131 Damico DriveCity: El DoradoState: CaliforniaCountry: USA Zip: 95762Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

See attached.

Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Stanley Wright

Internal Address: _____

Street Address: 136 Wright Brothers AvenueCity: LivermoreState: California Zip: 94550Phone Number: (415) 690-9829Fax Number: (925) 454-3011Email Address: stanexec8020@yahoo.com**6. Total number of applications and patents involved: 5****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240.00**

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

02/03/2009 DBYRNE 00000002 5567500

Authorized User Name

01 FC:8021240.00**9. Signature:**Morgan Andrews

Signature

1/30/2009

Date

Morgan Andrews, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Schedule CPatents and Trademarks Included in Sale

The following patents and trademarks are included in the sale of the assets of Specialty Cellular Products Company to Rainwater Holdings, Inc.

5,567,500	COMPOSITE HONEYCOMB CORE STRUCTURE COMRISING CELL WALLS CONSTRUCTED OF AT LEAST THREE UNIDIRECTIONAL FIBER LAYERS OR AT LEAST TWO UNIDIRECTIONAL FIBER LAYERS AND A RANDOM FIBER LAYER	Oct. 22, 1996
5,730,920	COMPOSITE STRUCTURE	Mar. 24, 1998
5,789,060	HEAT CONDUCTION HONEYCOMB CORE	Aug. 4, 1998
5,981,025	COMPOSITE STRUCTURE	Nov. 9, 1999
6,503,596	COMPOSITE FIREWALL STRUCTURE	Jan. 7, 2003
7,431,074	RADIATOR STRUCTURE	Oct. 7, 2008
2,535,698	TM "ULTRACOR"	Feb. 5, 2002 (renewal)

BILL OF SALE

COPY

The following definitions and designations shall apply in this Bill of Sale, without regard to number or gender:

BUSINESS: ULTRACOR, INC.

PREMISES: 136 Wright Brothers Ave., Livermore, CA 94551

SELLER: Specialty Cellular Products Co., Inc.

BUYER: Rainwater Holdings, Inc.

PROPERTY: All the assets of the above Business as previously agreed by the parties including any equipment, trade fixtures, trade name, leasehold interests, leasehold improvements, business records, licenses, franchises, goodwill, trade secrets, covenants not to compete, supplies, and resale inventory accepted by Buyer. A list of the major assets may be attached hereto for further clarification.

This document certifies that Seller, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby transfer and deliver to Buyer, the Property described above.

Seller hereby covenants with Buyer and his legal successors that Seller is the lawful owner of said Property, that Seller has good right to sell the same and has followed all necessary procedures and obtained all necessary consents and approvals for this sale, that Seller will warrant and defend the same against the lawful claims and demands of all parties and hold Buyer harmless therefrom, and that the property is free from all encumbrances EXCEPT Buyer shall assume those Business obligations as previously agreed, which include the following:

NO EXCEPTIONS

This document applies as of the transfer of ownership of the Business to Buyer.

EXECUTED on 12/8/08 at Campbell, CA.

Specialty Cellular Products, Co., Inc.


By: Michael Fellman

Approved by Buyer:

Rainwater Holdings, Inc.


By: Stanley Wright

PATENT

REEL: 022309 FRAME: 0196



California Association of Business Brokers
Professional Service since 1987
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Asset Purchase Agreement

INTRODUCTION: This is an offer and an agreement to buy and sell business assets, dated September 16, 2008.

1. **DEFINITIONS:** The following definitions and designations shall apply regardless of number or gender:

BUSINESS Specialty Cellular Products Co., Inc. aka Ultracor, Inc.

Address 136 Wright Brothers Ave.

BUYER Kewno, LLC (Stan Wright, Dan Mytelle & Patrick Hayes individually)

Contact Person Stan Wright

Phone 916-337-8637

Fax

Email stanexec8020@yahoo.com

Address 8131 Damico Drive

City/State El Dorado Hills, CA **Zip** 95762

BUYER'S BROKER The Haley Group

Phone 925-833-7200

Fax 925-833-9756

Email jakoshak@sbcglobal.net

AGENT Jim Koshak

City, State Zip Livermore, CA 94551

SELLER Specialty Cellular Products Co., Inc.

Contact Person Mike Fellman

Phone 925-454-3010

Fax

Email felmoni@ultracorinc.com

Address 136 Wright Brothers Ave.

City/State Livermore, CA **Zip** 94551

SELLER'S BROKER The Haley Group

Phone 925-833-7200

Fax 925-833-9756

Email jakoshak@sbcglobal.net

AGENT Jim Koshak

SIGNING: Signing of this Agreement by both Buyer and Seller.

COP: Change of possession of business assets from Seller to Buyer.

CLOSING: Transfer of ownership of business assets from Seller to Buyer.

INVENTORY: Current raw materials, work in progress, saleable finished goods and consumable supplies valued at lower of cost or market.

ASSETS: Assets of the Business include, but are not limited to, any equipment, trade fixtures, leasehold, leasehold improvements, accounts receivable, contract rights, business records (with Seller retaining a reasonable right of inspection), software and software licenses, other licenses, franchises, goodwill, covenant not to compete, trade secrets, patents, intellectual property, trade name, customer lists, telephone and fax numbers, web sites, email addresses, inventory and backlog. Assets being sold shall not include bank accounts, deposits, cash, financial records (but Buyer shall have a right to make copies prior to Closing), or personal affects including leased vehicle and prepaid expenses.

SALES ORDER BACKLOG: The sum of all unfulfilled sales orders at net invoice amount.

GROSS PROFIT MARGIN: Gross profit divided by revenue expressed as a percentage based on the most recent Federal Tax Return.

2. **SALE OF BUSINESS ASSETS:** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Assets for the price and on the terms and conditions set forth below.

3. **CONSIDERATION:** The total consideration shall be \$ 2,300,000.00 paid or credited as follows:

a. \$ 100,000.00 as a deposit by Buyer upon signing this Agreement and included as part of the down payment. Broker is authorized to:

☒ hold deposit check uncashed until escrow instructions are signed, or

☐ deposit check into escrow trust account or broker trust account upon acceptance of offer.

b. \$ 0 additional deposit upon opening of escrow, also included in the down payment.

c. \$ 500,000.00 additional down payment to be deposited in escrow in cash or cash equivalent 2 days before Closing. (Estimated Closing costs will also be deposited.)

d. \$ 1,470,000.00 additional down payment provided from third party financing as described in paragraph 6.d.

e. \$ 2,070,000.00 Total Down Payment
(a + b + c + d)

f. \$ N/A assumption of a note payable to _____ with _____ monthly payments of \$ _____ remaining as of Closing. If the actual balance differs at Closing, ☐ the note to the Seller, or ☐ the down payment, shall be adjusted accordingly.

g. \$ 230,000.00 approximate balance of a non-negotiable Seller note payable in equal monthly installments, including 7 % per annum interest computed from COP, so as to fully amortize over 60 months (i.e., \$ 4554.28 per month), with payments to begin one month from COP. Note shall be secured by a security agreement on the Assets with right of offset, contain a right to prepay without penalty and be assumable with Seller's consent, which shall not unreasonably be withheld. Seller note shall be subordinated to any third-party financing described in 6.d. ~~If Buyer is a corporation or other entity, its owners shall personally guarantee this note.~~

h. \$ 2,300,000.00 Total Consideration
(e + f + g)

Buyer

Buyer

INITIAL

Seller

Seller

Business Specialty Cellular Products Co., Inc. Buyer NowCo LLC Date September 16, 2006

4. INVENTORY, ACCOUNTS RECEIVABLE AND BACKLOG:

☒ The consideration shall include salable inventory of \$ See addendum at cost and collectable accounts receivable of \$ See addendum. If the actual amount of inventory and accounts receivable at COP is less than the total of these figures, the consideration and down payment shall be decreased accordingly, and if the actual amount is more than these figures, then the consideration and note due Seller shall be increased accordingly. If the amount has increased and there is not a note due to Seller, Buyer shall execute a non-negotiable promissory note to Seller with right of offset and right to prepay without penalty, payable in equal monthly installments, including _____ % per annum interest computed from COP, so as to fully amortize over _____ months, with payments to begin one month from COP. Note shall otherwise contain the same provisions as the note described in 3.g. above, or

☐ The inventory at cost shall be paid for at Closing in addition to the total consideration above.

Notwithstanding the above the inventory shall not exceed \$ _____ (and the Buyer can reject any part of the inventory over that amount) or be less than \$ _____. The inventory count shall be made on COP ☐ by Buyer and Seller, or ☐ by an independent inventory service, with the fees to be divided equally between Buyer and Seller. Work in progress and finished goods shall be valued at the actual cost of material and direct labor incurred by Seller.

☐ If the Sales Order Backlog (if applicable) at Closing is less than the Sales Order Backlog at Signing, then the purchase price and down payment shall be reduced by the difference multiplied by the Gross Profit Margin.

5. SELLER'S AND BUYER'S DISCLOSURE STATEMENTS:

a. ☐ Buyer has received and read the completed Seller's Disclosure Statement, or

☒ Seller shall provide to Buyer the completed Seller's Disclosure Statement within three days after Signing.

b. ☐ Seller has received and read the completed Buyer's Disclosure Statement, or

☒ Buyer shall provide to Seller the completed Buyer's Disclosure Statement within three days after Signing.

The parties warrant the accuracy and completeness of their respective Disclosure Statements. The parties warrant that these representations are true, shall be true as of Closing and shall survive Closing.

6. CONDITIONS: This Agreement is subject to the following conditions:

a. Buyer's due diligence:

i. Within 5 days of signing Buyer shall request in writing any and all information and an appointment(s) for access to inspect the premises as may reasonably be required evaluate the Business.

ii. Within 7 days of Buyer's request Seller shall provide all requested information and access.

iii. Within 14 days of Buyer's receipt Buyer shall have reviewed and approved in writing information requested and provided.

b. Seller's due diligence:

i. Within 5 days of signing Seller shall request in writing any and all information as may reasonably be required to evaluate Buyer's qualifications to purchase and operate the Business.

ii. Within 7 days of Seller's request Buyer shall provide all requested information.

iii. Within 14 days of Seller's receipt Seller shall have reviewed and approved in writing information requested and provided.

Should either party not approve in writing, as provided in 6 a. iii or 6 b. ii, as applicable, within the time specified, the other party may terminate this agreement with written notice and the other party's failure to cure within 48 hours of such notice.

c. Lease contingency:

☐ The written consent of the landlord to assignment of the existing premises lease, or

☒ The making of a new lease between the landlord and the Buyer which is acceptable to the Buyer within 30 days after Signing or upon COP if sooner.

d. Financing contingency:

i. Buyer receiving a commitment letter for third party financing in the amount of \$ 1,470,000.00 within 30 days after Signing.

ii. Buyer receiving funding in the amount indicated in 6.d.i within 60 days after Signing.

Buyer shall use its best efforts to obtain said financing and Seller shall fully and promptly comply with lender requests for information and to inspect the Business.

If Buyer is unable to satisfy the conditions in 6.c or 6.d within the specified time limits, either party may terminate this Agreement by giving written notice to the other party's Broker.

e. Other contingencies: (liquor license, franchise agreement etc.) See addendum

7. ESCROW: The purchase price and closing adjustments shall be paid through an escrow to be established with William H. Dunn, ESQ.

Campbell, CA

the escrow holder. Separate escrow instructions shall be signed to define the duties of the parties and the escrow holder. All parties shall cooperate with the escrow holder in completing any documents and performing any acts necessary to complete the transfer of the Business Assets. The Broker is a party to the escrow as to the payment of any broker's fees and an irrevocable assignee of the sale proceeds to the extent of such fees.

8. PURCHASE PRICE ALLOCATION: Before Closing, Buyer and Seller shall endeavor to allocate the purchase price among the Assets purchased and submit the allocation to escrow.

9. REPRESENTATIONS & WARRANTIES: Except as noted in paragraph 9.i, Seller and its owners acknowledge and represent as follows:

a. Seller is operating the Business in compliance with all applicable laws, environmental regulations and contracts. This compliance will not be violated by this sale and the Business will pass all applicable inspections upon COP. If a Change of Possession Health Inspection is required to consummate this Agreement, Seller shall make whatever repairs are required to satisfy said inspection, and if repairs are not complete and paid for by Closing, then sufficient monies shall be held in Escrow to fund and or pay for the completion of such repairs.

b. There are no claims or investigations pending which would affect the Business or Assets being sold.

c. All leases and contracts relevant to the ownership and operation of the Business and furnished to Buyer are complete and in effect, and there are no undisclosed amendments.

Buyer

Buyer

Seller

Seller

PATENT

REEL: 022309 FRAME: 0198

Business Specialty Cellular Products Co., Inc.Buyer Newco, LLCDate September 16, 2009

- d. All the financial information and statements furnished or to be furnished to Buyer are complete, accurate, prepared in a manner consistent with prior statements and fairly present the financial condition of the Business as of the dates stated on them. Since the date of the last financial statements furnished, there have been no material adverse changes in the aggregate in the assets, liabilities, revenues expenses or any other items shown on such statements.
- e. All accounts receivable of the Business arose from the normal course of business, none have been previously assigned and they are fully collectable.
- f. All resale inventory of the Business is marketable and in good condition.
- g. All Assets currently used in the Business are owned by Seller free from liens and encumbrances, and they are in good working condition, except as otherwise noted in 8. i.
- h. Seller does not guarantee that all current employees will remain employed in the Business after Closing, but Seller has no knowledge indicating that any employee who is not an owner would leave in the event of a sale.
- i. Exceptions: N/A

Seller warrants that these representations are true, shall be true as of Closing and shall survive Closing. Prompt notice will be given to Buyer of any event which materially alters the accuracy of the above Seller Representations & Warranties or Seller's Disclosure Statement. Seller shall indemnify and hold Buyer and Broker harmless from any damage resulting from their falsity.

10. **CONTINUITY:** Pending Closing, the Seller shall continue to operate the Business in the usual way, protect and preserve its Assets and goodwill, maintain good relations with suppliers, customers and employees and allow the Buyer to make reasonable inspections.
11. **TAXES and EXPENSES:**
- a. Utilities, personal property taxes, other taxes, insurance, rent, vacation pay and other expenses of the Business not otherwise provided for in this Agreement shall be prorated to COP. Buyer shall reimburse Seller at Closing for facility lease deposits and other miscellaneous deposits transferred to Buyer and shall receive a credit from Seller at Closing for any customer deposits and assumed warranty obligations.
- b. Buyer shall remit to Seller upon receipt any refund of overpayments of worker's compensation premiums, taxes, trade payables or the like which relate to the period prior to COP.
- c. Except as otherwise noted in this Agreement, each party shall pay when due all operating costs incurred while that party is in possession and hold the other party harmless therefrom.
- d. Any liquor or other license or franchise fees shall not be prorated and Buyer shall pay any transfer or issue fees for permits and licenses required.
- e. The Buyer and Seller shall pay equally all escrow fees and costs and other transfer costs except N/A.

Each party shall pay its own accountants, attorneys and other advisors.

- f. The Buyer shall pay at Closing any sales taxes assessed on the sale of the Business Assets.
- g. Seller shall hold Buyer harmless from any liability to the California Employment Development Department, the California Franchise Tax Board and the California State Board of Equalization arising from the operation of the Business until COP. Prior to the receipt by the escrow holder of releases of transferee liability from these agencies, the Buyer shall be protected from the possible imposition of transferee liability by a reserve set by the taxing agencies or approved by the Buyer and retained in escrow until such releases are obtained.
12. **MISCELLANEOUS LEASES, ETC.:** The Seller shall transfer to Buyer the following contracts used in the operation of the Business, and the Buyer shall assume obligation for them:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Alarm system lease or maintenance agreement | <input checked="" type="checkbox"/> Other equipment lease(s) or purchase contract(s) |
| <input checked="" type="checkbox"/> Telephone system lease or purchase contract | <input checked="" type="checkbox"/> Equipment or software maintenance agreement(s) |
| <input checked="" type="checkbox"/> Vehicle lease(s) or purchase contract(s) | <input checked="" type="checkbox"/> Music service contract |
| <input checked="" type="checkbox"/> Vending machine contract(s) | <input checked="" type="checkbox"/> Advertising contract(s), including Yellow Pages |
| <input checked="" type="checkbox"/> Cell Phone numbers/contracts | <input type="checkbox"/> Other: _____ |
13. **CLOSING DATE:** The estimated date for Closing is See addendum, 20. Buyer and Seller shall make their best efforts to complete Closing on or before that date. COP shall occur at Closing.
14. **BROKER:** Buyer acknowledges that Broker has furnished to Buyer financial and other information obtained from Seller and other sources, the accuracy and completeness of which have not been verified by Broker, and that Buyer is relying solely on his own inspection of the Business, its Assets, financial statements, business records, contracts, any assumed liabilities, operational history, future profitability and the representations by the Seller, and not on any representations of the Broker. Seller acknowledges that he is relying solely on his own investigation of the Buyer's creditworthiness and ability to complete this transaction and to successfully operate the Business, and not on any representations of the Broker. Should any such representations of Seller or Buyer be untrue, Buyer and Seller agree to look solely to each other for relief and shall release, hold harmless, indemnify and defend the Broker from any such claims. Buyer and Seller acknowledge and agree that Broker may receive a referral fee from an institutional lender.
15. **TRAINING:** Seller and N/A, individually, shall train Buyer in the operation of the Business for a period of 4 consecutive weeks from COP, for 20 hours per week, without additional cost to Buyer.
16. **COVENANT NOT TO COMPETE:** Seller and N/A, individually, shall not directly or indirectly carry on a similar business ☐ within a radius of _____ miles of the present location of the Business, or ☒ within the counties of the United States, attempt to hire any existing employees of the Business, solicit any customers of the Business or assist anyone else except the Buyer to do so within these limits, or have any interest, directly or indirectly, in such business, except as an employee of the Buyer, for a period of 5 consecutive years from COP. This covenant shall become an asset of the Business and may be transferred as part of any future sale of the Business.
17. **MEDIATION OF DISPUTES:** Buyer and Seller shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential and in accordance with applicable sections of the California Evidence Code. In the event the parties are not able to agree on a mediator within thirty (30) days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which venue would lie for the filing of a complaint for relief in such dispute shall have jurisdiction to appoint a mediator.

Buyer

Buyer

Seller

Seller

PATENT

REEL: 022309 FRAME: 0199

Business Specialty Cellular Products Co., Inc. Buyer Newco LLC Date September 16, 2008

In the event the mediator determines that a second mediation is necessary, it shall be conducted in accordance with this paragraph. Should either party attempt an arbitration or a court action before attempting to mediate, that party shall not be entitled to attorney's fees that might be otherwise available to it in a court action or arbitration and the party who is determined by the arbitrator or judge to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees, if any, shall be divided equally between Buyer and Seller.

18. **BROKER'S FEES:** The Broker(s) identified in paragraph 1 has/have acted as the only Broker(s) for this sale and earned a broker's fee. Seller agrees to pay a fee to Broker(s) for services as follows:

- ☐ _____ percent of total purchase price to _____, Broker and
☐ _____ percent of total purchase price to _____, Broker, or
☒ as per representation agreement between Seller and Seller's Broker.

Broker's fees shall be payable (a) at Closing, or (b) if completion of sale is prevented by default of Seller, upon Seller's default. If Closing is prevented by default of Buyer, the Buyer shall be responsible for and agrees to pay the total Broker's fee immediately upon default. Any amount that the Buyer has deposited with the escrow holder may be applied against Buyer's obligation under this paragraph. In any action, proceeding or arbitration relating to the payment of such a fee, the prevailing party shall be entitled to reasonable attorney's fees and costs.

19. **SUMMARY:** The entire agreement of the parties relating to the sale of the Business is set forth in this Agreement and can only be modified in writing signed by the parties. There are no other representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement shall bind and benefit the parties and their legal successors and shall supersede any prior written or oral agreements. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. Captions in this Agreement are for convenience only and shall not be considered in construing its meaning. In any action, proceeding or arbitration between Buyer and Seller arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 17.

20. **ACKNOWLEDGMENT AND PERSONAL GUARANTEE:** By signing below, the Buyer and Seller each acknowledge that they have carefully read and fully understand this Agreement and have received a copy of it. The undersigned warrant that their signatures are legally sufficient to bind the Buyer and Seller. If the Buyer and/or Seller is a corporation or other entity, the undersigned personally guarantee the performance of this Agreement and any other agreements necessary to complete the purchase.

21. **ACCEPTANCE:** This offer shall expire unless it is accepted in writing by Seller and that acceptance is communicated by fax or personal delivery to Buyer or Buyer's agent by 5:00 pm PDT ☐ a.m. or ☒ p.m. on September 23, 2008. Any later acceptance shall constitute a counteroffer. Please note, any offer can be withdrawn or revoked before acceptance is properly communicated to Buyer or Buyer's agent. The undersigned Seller accepts and agrees to sell the Business on the terms on the above terms and conditions.

THE CALIFORNIA ASSOCIATION OF BUSINESS BROKERS MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. THE BROKER IS NOT QUALIFIED TO GIVE LEGAL OR TAX ADVICE. FOR SUCH ADVICE, THE PARTIES SHOULD CONSULT THEIR ATTORNEYS OR ACCOUNTANTS.

☒ Subject to attached addendum

☐ Subject to attached counteroffer

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Corporation (or other entity) _____

Corporation (or other entity) _____

by: _____

by: _____

Name and Title _____

Name and Title _____

_____ Date 9/16/08

_____ Date 9/16/08

Broker's Agent _____ Date _____

Broker's Agent _____ Date _____

LIST OF ATTACHMENTS

- A. Equipment List
 B. Seller's Disclosure Statement
 C. Buyer's Disclosure Statement
 D. Addendum
 E. _____
 F. _____
 G. _____
 H. _____
 I. _____

DEC-04-2008 THU 02:38 PM

2nd Ave. Design

FAX No. 480 464 3571

P.001



a4	Date
of pages	

California Association of Business Brokers
Professional Service since 1986
www.cabb.com

Amendment/Addendum To Purchase Agreement

The Purchase Agreement dated September 16, 2008 on the Business known as
Specialty Cellular Products Co., Inc. located at
130 Wright Brothers Ave., Livermore, CA 94551

is hereby modified as follows:

Buyer and Seller agree:

The following Schedules become part of this agreement:

Schedule A: Commercial Net Lease Agreement
Schedule B: Consultant Agreement
Schedule C: Patents and Trademarks Included in Sale

All other terms and conditions of the Purchase Agreement remain the same. The undersigned
acknowledge having received, read and understood a fully completed copy of this Agreement.

<u>[Signature]</u>	<u>12/3/08</u>	<u>[Signature]</u>	<u>12/3/08</u>
Seller	Date	Buyer	Date
<u>[Signature]</u>	<u>12/3/08</u>	<u>[Signature]</u>	<u>12/3/08</u>
Seller	Date	Buyer	Date
<u>[Signature]</u>	<u>12/3/08</u>	<u>[Signature]</u>	<u>12/3/08</u>
Broker's Agent	Date	Broker's Agent	Date

© 2002 California Association of Business Brokers (CABB) Form #008, Rev 2/06

[Signature] 12/2/08
Buyer

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 17, 2009

PTAS



103546465A

STANLEY WRIGHT
136 WRIGHT BROTHERS AVENUE
LIVERMORE, CALIFORNIA 94550

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103546465

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE NATURE OF CONVEYANCE AND THE ATTACHED DOCUMENT DON'T MATCH.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

PATENT

4. B. Patent Numbers

5,567,500

5,730,920

5,789,060

5,981,025

6,503,596

7,431,074

PATENT

RECORDED: 02/02/2009

REEL: 022309 FRAME: 0203