## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Puma LLC	04/20/2012

## **RECEIVING PARTY DATA**

Name:	Barko Specialty Equipment, LLC	
Street Address:	1 Banks Avenue	
City:	Superior	
State/Country:	WISCONSIN	
Postal Code:	54480	

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12423081	

### **CORRESPONDENCE DATA**

Fax Number:

(312) 321-4200 Phone:

 $us as signments @brinkshofer.com, \, ms antucci @brinkshofer.com\\$ Email: Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Douglas A. Oguss Address Line 1: P.O. Box 10395

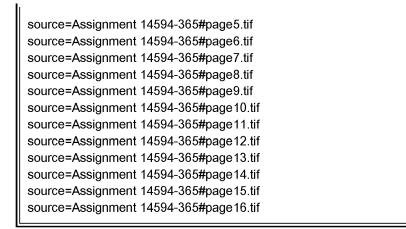
Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	14594/365
NAME OF SUBMITTER:	Douglas A. Oguss

Total Attachments: 16

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REEL: 028698 FRAME: 0471



RECORDATION FORM COVER SHEET PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.			
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)			
	Name: Barko Specialty Equipment, LLC			
Puma LLC	Internal Address:			
Additional name(s) of conveying party(ies) attached? Yes No.  3. Nature of conveyance/Execution Date(s):	Street Address: 1 Banks Avenue			
Execution Date(s)April 20, 2012				
Assignment   Merger	City: Superior			
Security Agreement Change of Name	City. ouperior			
Joint Research Agreement	State:Wisconsin			
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: United States Zip:54480			
Other	Additional name(s) & address(es) attached?  Yes X No			
4. Application or patent number(s):  A. Patent Application No.(s)  12/423,081  Additional numbers att	document is being filed together with a new application.  B. Patent No.(s)  ached? Yes XNo			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
Name: Douglas A. Oguss				
Internal Address:	7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00			
internal Address.	Authorized to be charged to deposit account			
Chroat Address: D.O. Day 40005				
Street Address: P.O. Box 10395	None required (government interest not affecting title)			
City: Chicago	8. Payment Information			
State: Illinois Zip: 60610				
Phone Number: (312) 321-4200				
Docket Number: 14594/365	Deposit Account Number 23-1925			
Email Address: doguss@brinkshofer.com	Authorized User Name Douglas A. Oguss			
9. Signature: Signature	HU9-1, 2012			
Douglas A. Oguss	Total number of pages including cover sheet, attachments, and documents:			
Name of Person Signing  Sheet, attachments, and documents:  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				

STATE OF WISCONSIN

CIRCUIT COURT

QCONTO COUNTY

In re:

NORCO EQUIPMENT, LLC,

Assignor.

In re:

PUMA, LLC,

Case No.: 12-CV-151

Assignor.

In re:

DYNAMIC MANUFACTURING, LLC,

Assignor.

### NOTICE OF THE ENTRY OF SALE PROCEDURES ORDER

PLEASE TAKE NOTICE that Michael S. Polsky, Esq., Court Appointed Receiver for Norco Equipment, LLC, Puma, LLC and Dynamic Manufacturing, LLC, filed the Receiver's Emergency Motion for Entry of an Order Approving Sale Procedures (the "Sale Procedures Motion"). On April 20, 2012, the Court entered an Order Granting Receiver's Emergency Motion for Entry of an Order Approving Sale Procedures (the "Sale Procedures Motion, Auction Terms and Procedures and the Sale Procedures Order are attached.

### HEARING

If no Objections to the Sale Procedures Order are filed on or before Monday, May 4, 2012, the Sale Procedures Order shall become a Final Order. If an Objection to the Sale Procedures Order is filed on a timely basis, the Receiver will immediately schedule a hearing on the Objection to entry of the Sale Procedures Order and provide notice to the party who filed a timely Objection.

### **OBJECTIONS**

If you want to file an Objection to the Sale Procedures Order, you or your attorney must:

File a written Objection to the Sale Procedures Order on or before May 4, 2012, explaining the factual and legal basis for your position, at the following address:

Honorable Jay N. Conley Oconto County Courthouse 301 Washington Street Oconto, Wisconsin 54153

Mail, fax or e-mail a copy of your Objection so that it is received the same date by:

Michael S. Polsky, Esq.
Wis. Stats. Chapter 128 Receiver
Beck, Chaet, Bamberger & Polsky, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwankee, Wisconsin 53202
(414) 390-5935 Telephone
(414) 273-7786: Fax
E-mail: mpolsky@beblaw.net

Appear and explain your position at the hearing which will be scheduled upon the filing of a timely Objection to the Sale Procedures Order.

If you or your attorney do not take these steps, the Sale Procedures Order will become a Final Order.

Dated this 23 day of April, 2012.

Michael S. Polsky, Esq.

Wis. Stats. Chapter 128 Receiver

State Bar No. 1016364

## P.O. Address:

BECK, CHAET, BAMBERGER & POLSKY, S.C. Two Plaza East, Suite 1085 330 East Kilbourn Avenue Milwaukee, WI 53202 (414) 390-5935 - Tel (414) 273-7786 - Fax mpolsky@bcblaw.net



STATE OF WISCONSIN

CIRCUIT COURT

OCONTO COUNTY

In re:

NORCO EQUIPMENT, LLC,

Case No.:

12 CV 150

Case Code:

30304

Assignor.

TAUTHENTICATED COPY

In re:

MOTHEMINATEROOL

PUMA, LLC,

APR 20 2012 CLERK OF COURTS Case No.: 12 CV 151

Assignor,

CLERK OF COURTS OCONTO COUNTY, WI Case Code: 30304

In re:

DYNAMIC MANUFACTURING, LLC,

Case No.

12CV15Z

Case Code:

30304

Assignor.

# RECEIVER'S EMERGENCY MOTION FOR ENTRY OF AN ORDER APPROVING SALE PROCEDURES

Michael S. Polsky, Esq. (the "Receiver") as Wis. STAT. CHAPTER 128 Receiver of Norco Equipment, LLC ("Equipment"), Puma, LLC ("Puma") and Dynamic Manufacturing, LLC ("Dynamic"), hereby moves the Court for entry of an Order approving sale procedures with respect to the proposed sale of certain assets of Equipment, Puma and Dynamic. In support of this Motion, the Receiver respectfully alleges as follows:

## BACKGROUND

- On April 20, 2012, Orders were entered appointing the undersigned as Receiver of Equipment, Puma and Dynamic pursuant to Chapter 128 of the Wisconsin Statutes.
- On April 20, 2012, this Court also entered an Order Establishing Case
   Management Procedures and Authorizing the Employment of Professionals by the Receiver.

- 3. Subject to Court approval, the Receiver has entered into an Asset Purchase Agreement with Barko Specialty Equipment, L.L.C. ("Barko") for the sale of substantially all of the assets of Equipment, Puma and Dynamic (the "Stalking Horse Bid"), including, but not limited to, all equipment, inventory and intangible assets.
- 4. Pursuant to the Stalking Horse Bid, Barko has agreed to acquire the assets which are the subject of the Stalking Horse Bid for the sum of \$2,000,000 (the "Purchase Price").
- 5. The Receiver has filed a separate Motion herewith seeking approval of this Court to sell certain assets of Equipment, Puma and Dynamic to Barko pursuant to the terms of the Stalking Horse Bid, or to another bidder that makes a higher or better offer for the purchase of the assets of Equipment, Puma and Dynamic (the "Sale Motion").
- 6. In addition to the relief requested in the Sale Motion, the Receiver requests the approval of certain sale procedures described below, and set forth in greater detail in Exhibit "A" hereto.
- 7. The Receiver has retained the right to withdraw, with the agreement of Norco, LLC, which has a first position properly perfected security interest in the assets of Equipment, acceptance of the terms and conditions of the Stalking Horse Bid if the Receiver is presented with a higher or better offer for the assets being sold to Barko prior to the hearing on the Sale Motion. In the event that the Receiver sells the assets which are included in the Stalking Horse Bid to an entity other than Barko, pursuant to the Stalking Horse Bid, Barko is entitled to payment of a break up fee in the amount of \$50,000. The break up fee is payable from the proceeds of the higher or better offer approved by the Court. Accordingly, payment of the break up fee will not prejudice creditors, because it will be only payable in the event that there is a higher or better offer sufficient to pay the break-up fee.
- In addition, and subject to Court approval, the Receiver has agreed with Barko
  that the Receiver will not accept another bid for the assets subject to the Stalking Horse Bid

unless the amount bid by the competing purchaser is at least \$70,000 more than the amount bid by Barko.

9. Under the circumstances, the Receiver believes that the break up fee and bid

procedures described above are appropriate and in the best interest of the creditors of Equipment,

Puma and Dynamic. Barko has expended a considerable amount of professional and financial

resources in connection with its due diligence and in connection with the negotiation and

documentation of the Stalking Horse Bid, and it will continue to incur substantial costs for legal

fees, accounting fees, and opportunity costs.

Payment of a break up fee in the event that Barko is outbid, pursuant to the terms

of the Stalking Horse Bid, is an appropriate and necessary incentive to cause Barko to proceed

with the purchase of the assets of Equipment, Puma and Dynamic in the context of a Court

supervised auction. Without the protection of a break up fee, few bidders would be willing to

serve as the "stalking horse" in an auction and the ability of the Receiver to maximize the value

of the assets of Equipment, Puma and Dynamic for the benefit of their respectice creditors would

be seriously undermined. Break up fees in the range described above are regularly upheld in

Court supervised auctions of financially troubled companies.

11. Subject to Court approval, and upon approval of this Motion, the Receiver will

schedule, advertise, and, upon due notice, conduct a going concern auction of the assets subject

to the Stalking Horse Bid. The purpose of the auction will be to solicit higher or better offers as

set forth in the Auction Terms and Procedures attached hereto as Exhibit "A."

12. The Receiver hereby moves the Court for entry of an Order Approving Sale

Procedures (the "Sale Procedures Order"). The Receiver proposes to serve notice of the entry of

the Sale Procedures Order on all creditors of Equipment, Puma and Dynamic and parties-in-

interest in this matter, and allow them ten (10) days to object to the Sale Procedures Order. If a

timely Objection is filed and served on the Receiver, the Receiver proposes to schedule a hearing

on the Objection to the Sale Procedures Order. If no Objection is timely filed, the Receiver proposes that the Sale Procedures Order become final.

WHEREFORE, the Receiver respectfully requests the immediate entry of an Order approving the sale procedures described above and filed herewith as well as for any other or further relief which is appropriate under the circumstances.

Respectfully submitted this \_\_\_\_\_\_ day of April, 2012.

Michael S/Polsky, Esq.

Wis. Stats. Chapter 128 Receiver

State Bar No. 1016921

# P.O. Address:

BECK, CHAET, BAMBERGER & POLSKY, S.C. Two Plaza East, Suite 1085 330 East Kilbourn Avenue Milwaukee, WI 53202 (414) 390-5935 - Tcl (414) 273-7786 - Fax mpolsky@bcblaw.net



STATE OF WISCONSIN CIRCUIT COURT OCONTO COUNTY In re: NORCO EQUIPMENT, LLC, Case No .: Case Code: 30304 Assignor. m re: Case No.: PUMA, LLC, Case Code: 30304 Assignor. In re: DYNAMIC MANUFACTURING, LLC, Case No. Case Code: 30304 Assignor.

# I. AUCTION TERMS

**AUCTION TERMS AND PROCEDURES** 

- 1. Assets. Michael S. Polsky, Esq., Wis. Stats. Chapter 128 Receiver (the "Receiver") of Norco Equipment, LLC ("Equipment"), Puma, LLC ("Puma") and Dynamic Manufacturing, LLC ("Dynamic") will conduct an auction (the "Auction") of substantially all of the assets of Equipment, Puma and Dynamic (collectively, the "Assets"), which Auction shall take place at the Milwaukee Athletic Club, 758 North Broadway, Milwaukee, Wisconsin, on Monophy, May Zl 2012 at 10:00 a.m. Central Time. The Assets will be sold as described below.
- 2. As is, where is. The Assets will be sold on an "as is, where is" basis with all faults, without any representations or warranties by Equipment, Puma and Dynamic, the Receiver, the Receiver's consultants, Wadsworth Whitestar Consultants, and Norco, LLC ("Norco"), except as expressly provided below.

- 3. Free and clear of liens. All sales of the Assets shall be free and clear of all liens, claims and encumbrances as provided for in a court order approving the sale, with any and all liens, claims and encumbrances attaching to the proceeds of sale in the order of their priority.
- 4. <u>Due diligence</u>. Prior to the Auction, the Receiver and Wadsworth Whitestar Consultants shall grant reasonable access to the Assets and make due diligence information available to any prospective purchaser who executes and delivers a Confidentiality Agreement acceptable to the Receiver.
- 5. Asset Purchase Agreement. Prior to the hearing to approve the sale of the Assets, all potential purchasers of the Assets shall execute and deliver to the Receiver an Asset Purchase Agreement acceptable to the Receiver and Norco. Interested parties may obtain the proposed form of Asset Purchase Agreement by contacting the Receiver. The proposed form of Asset Purchase Agreement shall be in form and substance satisfactory to Norco.
- 6. Stalking Horse Bidder. On April 20 2012, subject to Court approval, the Receiver entered into an Asset Purchase Agreement with Barko Specialty Equipment, L.L.C. ("Barko") for the sale of substantially all of the assets of Equipment, Puma and Dynamic (the "Stalking Horse Bid") including, but not limited to, equipment, inventory and intangible assets, to Barko, for the sum of \$2,000,000 (the "Purchase Price").
- 7. <u>Bid Protection</u>. The Stalking Horse Bid provides that the Receiver will not accept a higher or better bid for the assets which are the subject of the Stalking Horse Bid which is less than \$70,000 more than the Purchase Price.
- 8. <u>Break Up Fee</u>. If Barko is not the Successful Bidder, as defined below, Barko will be entitled to a break up fee in the amount of \$50,000 to be paid out of proceeds from the sale of the Assets.
- Court approval. Equipment, Puma and Dynamic are the subject of receivership proceedings under Chapter 128 of the Wisconsin Statutes which are pending in the Circuit Court

for Oconto County, Wisconsin, Case No 2012CV VSO (the "Receivership Proceedings"). A hearing will be held in the Receivership Proceedings at the Oconto County Courthouse, Hearing to Assets (the "Hearing").

- 10. <u>Hearing Appearance</u>. The Successful Bidder, as defined below, shall appear at the Hearing and state, on the record, that such bidder is ready, willing and able to close on the purchase of the Assets with no contingencies whatsoever other than Court approval of the transaction.
- 11. Closing. The closing of all sales of the Assets shall take place at the offices of the Receiver in Milwaukee, Wisconsin within five business days following the Court's entry of an order (the "Confirmation Order") approving the sale of the Assets free and clear of all liens, claims and encumbrances (the "Closing Date"). If the Successful Bidder, as defined below, fails to close for any reason other than a material default by the Receiver or otherwise pursuant to a termination of the Stalking Horse Bid, the Successful Bidder's earnest money shall be forfeited to the Receiver as liquidated damages, and a closing of a sale of the Assets to the Back-Up Bidder (as defined below) shall take place by 5:00 p.m. on the first business day following the Closing Date. An appeal of the Confirmation Order shall not, absent a stay pending appeal or injunction enjoining the closing, relieve either party of the obligation to close such sale. All sales shall be final and for cash, except as otherwise agreed to between the purchaser of Assets and the Receiver with the consent of Norce.

### II. BID PROCEDURES

1. <u>Bidder qualifications</u>. Only an entity ("Qualified Bidder") that has submitted a qualified bid in accordance with these Auction Terms and Procedures (a "Qualified Bid") to the Receiver may participate in the Auction. A bid from any entity must satisfy the following requirements in order to be a be deemed a Qualified Bid:

a. The bid must be in the form of an executed Asset Purchase Agreement, the terms of which shall be substantially similar to the terms set forth in the Stalking Horse Bid, except that the Qualified Bidder shall be substituted for Barko and the proposed purchase price for the Assets shall be at least \$70,000 greater than the Purchase Price. Without limiting the foregoing, a Qualified Bid (i) may not contain any conditions to closing and (ii) shall be marked to show all differences between the terms of the

Qualified Bid and the Stalking Horse Bid;

- b. A Qualified Bid must be accompanied by a \$60,000 earnest money deposit in the form of (i) a wire transfer to an account to be designated by the Receiver, or (ii) a cashier's or certified check payable to the Receiver. The Receiver shall hold all earnest money deposits in escrow pursuant to the terms of the Stalking Horse Bid. If a Qualified Bidder is designated as the highest or best bidder (the "Successful Bidder") at the Auction, its earnest money deposit shall be credited against the purchase price of the Assets at closing. Except with respect to the earnest money deposits of the Successful Bidder and a Qualified Bidder whom the Receiver designates at the Auction as a Back-Up Bidder (as defined below), the Receiver shall return all earnest money deposits within three (3) business days following the date scheduled for closing of the sale of Assets (the "Closing") to the Successful Bidder whose bid has been confirmed by the Court;
- c. The bid must be accompanied by (and, if requested by the Receiver, supplemented at any time with) information that will demonstrate to the satisfaction of the Receiver, in the exercise of his reasonable discretion, after consultation with Norco, that entity submitting the bid has the financial resources required to pay for the Assets with cash or cash equivalents at the Closing, and
- d. The bid must be submitted to the Receiver before 5:00 p.m. central time on the second business day before the day of the Auction, provided, however, that, in the

exercise of his reasonable discretion, after consultation with Norco, the Receiver may extend the foregoing deadline up to, but not after, the beginning of the Auction.

- e. A Qualified Bidder must be present at the Auction in person or by a duly authorized agent;
- f. A Qualified Bidder must register by signing the "official sign-in sheet" at the Auction, acknowledging their interest in participating in the Auction and their familiarity with and acceptance of these Auction Terms and Procedures; and
- g. A Qualified Bidder must advise the Receiver, in writing at the Auction, if any owner or principal of the buying group includes or will include a shareholder, officer or director or former employee of Equipment, Puma or Dynamic.
- 2. <u>Bids.</u> All bids shall be unconditional. Without limiting the generality of the foregoing, no bid shall be conditioned upon acceptance of one or more other bids, financing or additional due diligence. <u>BIDS FOR A PORTION OF THE ASSETS WILL NOT BE CONSIDERED.</u> All bids are subject to approval of the Court overseeing the Receivership Proceedings.
- 3. Order of sale. The Auction shall proceed in rounds. The Assets shall be offered for sale in such manner as the Receiver deems appropriate. Each bidder shall have fifteen (15) minutes in each round to provide the Receiver with its bid. Bidding at the Auction shall be in increments of \$20,000, however, the Receiver reserves the right at the Auction to change, in his discretion, the minimum bid increments that shall apply.
- 4. <u>Secured Creditor Consent</u>. The Assets are subject to properly perfected liens in favor of Norco, and, if the proceeds of the sale of the Assets are not sufficient to pay Equipment's indebtedness to Norco in full, such sale is subject to the consent of Norco. Norco and the Receiver reserve the right to reject the bid of the Successful Bidder (other than the Stalking Horse Bid) and to decline to sell any of the Assets at the Auction in their sole discretion

and without any liability to any individual or entity submitting a bid or participating in the Auction.

5. <u>Court Approval</u>. If the Receiver agrees, with agreement of Norco, to accept a the bid of the Successful Bidder, he shall do so at the conclusion of the Auction, and the Receiver shall use his best efforts to have the Court overseeing the Receivership Proceedings enter an Order authorizing the Receiver to (a) consummate the sale of the Assets pursuant to the terms of the bid of the Successful Bidder and (b) execute such reasonable additional documentation as is necessary to complete the sale. The bid of the Successful Bidder shall be binding on the Successful Bidder and may be withdrawn only in the event it is not approved by the Court overseeing the Receivership Proceedings. The bid of the Successful Bidder is not binding on the Receiver until the Court overseeing the Receivership Proceedings enters an Order approving the sale of the Assets pursuant to the bid of the Successful Bidder.

The Receiver will ask the Court to approve the highest or best offer for the Assets, with the right of the Receiver to accept and close on the sale with the bidder making the next highest or best bid (the "Back-Up Bidder") if the Successful Bidder fails to timely close. In the event that the Stalking Horse Bid is the highest or best bid for the Assets subject to the Stalking Horse Bid, the Receiver will ask the Court to approve the Stalking Horse Bid.

- 6. <u>Auction rules</u>. At the Auction, the Receiver may adopt additional rules which are consistent with these Auction Terms and Procedures.
- 7. <u>Assets excluded from the Auction</u>. All Assets not designated by the Receiver as included are excluded from the Auction including, but not limited to, the excluded assets listed on **Exhibit 1** attached hereto.
- 8. Additional Information. If a prospective purchaser has any questions regarding Equipment, Puma and Dynamic, the Receivership Proceedings, these Auction Terms and Procedures, the Assets or the Auction, please contact the following:

Mr. Patrick Caracciolo
Wadsworth Whitestar Consultants
2281 Swan Boulevard, Suite #4
Milwaukee, Wisconsin 53226
(414) 708-0190
patrick@wadsworthwhitestar.com

or

Michael S. Polsky, Esq., Receiver Beck, Chaet, Bamberger & Polsky, S.C. Two Plaza East, Suite 1085 330 East Kilbourn Avenue Milwaukee, WI 53202 (414) 390-5935 – Phone (414) 273-7786 – Fax mpolsky@bcblaw.net

Dated this ZOE day of April, 2012.

Michael S. Polsky, Esq.

Wis. Stars. Chapter 128 Receiver

State Bar No. 1016921

# Exhibit 1

### **Excluded Assets**

- 1. all membership interests in, and assets of, ADC Custom, LLC;
- 2. all membership interests in Equipment, Puma and Dynamic;
- 3. all Cash;
- 4. all Tax and other refunds;
- 5. all Accounts and rights to payment with respect thereto;
- 6. all Securities, Investment Property, Financial Assets and Deposit Accounts;
- all Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all
  proceeds of letters of credit, and General Intangibles, including Payment Intangibles;
- 8. all causes of action in favor of Equipment, Puma and Dynamic or the receivership estates other than as set forth in Paragraph 5 of Schedule 1 of the Stalking Horse Bid, including claims under Chapter 128 and 242 of the Wisconsin Statutes;
- 9. all leasehold interests in real property;
- 10. all leased Equipment; and
- 11. all customer-owned Inventory or tooling.

Capitalized terms used but not defined herein shall have the meaning given to such terms in the Wisconsin Uniform Commercial Code, as the same may be in effect from time to time.



STATE OF WISCONSIN	CIRCUIT COURT	OCONTO COUNTY	
In re:			
NORCO EQUIPMENT, LLC,		Case No.: 12 CV 150	
Assignor.		Case Code: 30304	
In re:	AUTHENTICATED COPY		
PUMA, LLC,	APR 2 0 2012	Case No.: 12,CV151	
Assignor.	CLERK OF COURTS OCONTO COUNTY, WI	Case Code: 30304	
In re:			
DYNAMIC MANUFACTURING, LLC,		Case No. 12CV152 Case Code: 30304	
Assignor.		Cade Coast July	
	TING RECEIVER'S EMEI AN ORDER APPROVING :	· · · · · · · · · · · · · · · · · · ·	

Based upon the Receiver's Emergency Motion for Entry of An Order Approving Sale Procedures, and upon all pleadings filed herein, and good cause having been shown:

## 13' IS HEREBY ORDERED:

That the Receiver's Motion for Entry of an Order Approving Sale Procedures is hereby granted.

Dated this <u>20</u> day of April, 2012.

BY THE COURT:

Circuit Court Judge

PATENT REEL: 028698 FRAME: 0488

RECORDED: 08/01/2012