

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3868905

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	T3 INNOVATION LLC	05/16/2013
RECEIVING PARTY DATA		
Name:	KLEIN TOOLS, INC.	
Street Address:	450 BOND STREET	
City:	LINCONLSHIRE	
State/Country:	ILLINOIS	
Postal Code:	60069	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8443508
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ppapavasiliou@kleintools.com	
Correspondent Name:	PETER PAPAVASILIOU	
Address Line 1:	450 BOND STREET	
Address Line 4:	LINCONLSHIRE, ILLINOIS 60069	
NAME OF SUBMITTER:	PETER D. PAPAVASILIOU	
SIGNATURE:	/PETER D. PAPAVASILIOU/	
DATE SIGNED:	05/11/2016	
Total Attachments: 22		
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") dated May 16, 2013, by and among Klein Tools, Inc., a Delaware corporation ("Purchaser"); T3 Innovation, LLC, a California limited liability company ("Company"); and Ron Vogel, Jason Chesla and Lee Watkins (collectively, the "Related Individuals").

RECITALS

A. Company is engaged in, among other things, the design and manufacture of voice/data/video products.

B. Purchaser desires to purchase from Company, and Company desires to sell to Purchaser, certain assets, including intellectual property assets, subject to the terms and conditions set forth in this Agreement.

C. The Related Individuals are shareholders of Company and will derive economic benefits and other benefits from the transactions contemplated hereunder.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

1. PURCHASE AND SALE OF ASSETS

1.1. Assets To Be Transferred. Upon the terms and subject to the conditions set forth in this Agreement, Company shall, on the Closing Date (as hereinafter defined), sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall, on the Closing Date, purchase and acquire from Company, all of the assets, rights, properties, contracts, business and goodwill of Company (of every kind, nature, character and description, whether tangible or intangible, accrued, contingent or otherwise, wherever situated) that are used, held for use, or acquired or developed for use in the manufacture of those products (the "Products") sold by Company that have a retail price less than Three Hundred Dollars (\$300), including, without limitation, those products which are identified on Exhibit A (collectively, the "Purchased Assets"). The foregoing notwithstanding, the Purchased Assets excludes the Company's Snap Shot and Tel Scope products. The Purchased Assets include, but are not limited to, the following:

(a) Intellectual Property. All of Company's interest in any Intellectual Property relating to the Products, the design, manufacture and sale of the Products by and on behalf of Company, including, but not limited to, Patent No. 8,220,135, "Compound Tool with Screwdriver Attachment" (collectively, "Product Intellectual Property"). As used herein, the term "Intellectual Property" shall mean and include all intellectual property rights, including all past, present and future rights and remedies against infringement, misappropriation, or other violation, arising from or associated with the following, and all improvements, modifications and enhancements thereto, compilations and derivatives thereof, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) trade names, trademarks and

service marks, business names, uniform resource locators (URLs), domain names and trade dress, whether registered or unregistered, and registrations, applications to register and all of the goodwill of the business related to the foregoing; (ii) utility patents, design patents and applications for the foregoing, including provisional applications, reissues, continuations, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions and the like, and any foreign or international equivalent of any of the foregoing (including utility models and industrial designs); (iii) copyrightable subject matter and works of authorship, copyrights, copyright registrations for and applications for the foregoing, including all reissues, extensions and renewals thereto; (iv) trade secrets and all confidential information, proprietary processes, formulae, models, and methodologies; (v) all inventions, know how, show how, discoveries, improvements, designs, shop rights and royalty rights; (vi) all computer programs and other software, including all versions of source code, object code, assembly language, compiler language, machine code, and all other computer instructions, code, and languages embodied in computer software of any nature whatsoever and all error corrections, updates, upgrades, enhancements, translations, modifications, adaptations, further developments, derivative works thereto; (vii) all designs and design documents (whether detailed or not), drawings, schematics, CAD files, bills of materials, files, technical summaries, and documentation (including flow charts, logic diagrams, white papers, manuals, guides and specifications), firmware and middleware associated with the foregoing; and (viii) all databases containing proprietary information.

(b) Tooling and Equipment. All fixtures, machinery, equipment, tools, tooling, and spare parts used in the manufacture or testing of the Products, including, without limitation, those items identified on Exhibit B.

2. NO ASSUMPTION OF LIABILITIES

2.1. No Liabilities To Be Assumed. Purchaser is not assuming any Liabilities (as hereinafter defined) of Company. "Liability" or "Liabilities" means any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Without limitation, Purchaser is not assuming any of the following Liabilities of Company:

(a) Product Liability. Any Liability in the nature of product liability, including any Liability for claims made for injury to person, damage to property or other damage arising from, caused by or arising out of the design, manufacture, assembly, installation, marketing, sale, lease or license of any product, or the performance of any service that was performed before the Closing, by Company (or any of its predecessors), and any Liability arising from, caused by or arising out of any defective or insufficient warnings, labeling or instructions contained on or provided in connection with any such products or services.

(b) Recalls. Any Liability arising from, caused by or arising out of any obligation to implement any replacement, field fix, retrofit, notification, modification or

recall campaign with respect to any product that was made, designed, manufactured, assembled, installed, sold, leased or licensed before the Closing, or any service that was performed before the Closing, by Company or any of its predecessors.

(c) Warranty Claims. Any warranty obligation for Products sold before the Closing.

3. PURCHASE PRICE - PAYMENT

3.1. Purchase Price. Subject to the terms and conditions of this Agreement, in consideration of the sale, assignment, transfer and delivery of the Purchased Assets, Purchaser shall pay to Company One Million Two Hundred Thousand Dollars (\$1,200,000).

3.2. Payment of Purchase Price. At the Closing, Purchaser shall pay to Company Six Hundred Thousand Dollars (\$600,000). The remaining Six Hundred Thousand Dollars (\$600,000) shall be paid to Company after (a) all of the Purchased Assets are transferred to Purchaser's designee Smart Technologies & Investment Limited ("Smart Tec") and (b) production shipments of all of the Products to be manufactured by Smart Tec have commenced.

3.3. Further Assurances. At any time or from time to time after the Closing, at Purchaser's request and without further consideration, Company shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Purchased Assets, and otherwise to cause Company to fulfill its obligations under this Agreement and the other documents and instruments to be executed and delivered by Company pursuant hereto (the "Ancillary Agreements").

4. REPRESENTATIONS AND WARRANTIES OF COMPANY

Company makes the following representations and warranties to Purchaser, each of which is true and correct on the date hereof, shall be unaffected by any investigation heretofore or hereafter made by Purchaser or any knowledge of Purchaser, and shall survive the Closing of the transactions provided for herein.

4.1. Corporate Organization. Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. Company has all requisite "corporate" power to enter into this Agreement and to carry out the transactions contemplated hereby and thereby.

4.2. Authority. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Company pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Managers of Company. No other or further act or proceeding on the part of Company is necessary to authorize this Agreement or the consummation of the transactions contemplated hereby. This Agreement constitutes valid, binding agreements of Company, enforceable in accordance with its respective terms, except as such may be limited by

bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally, and by general equitable principles.

4.3. No Litigation. There is no action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative (collectively, "Litigation") pending or, to Company's or Related Individuals' knowledge, threatened against the Purchased Assets. Without limiting the generality of the foregoing, no Litigation against Company is pending or, to the knowledge of Company or Related Individuals, threatened by any third party that (a) alleges that any Product Intellectual Property or Licensed Intellectual Property (as hereinafter defined), or the use thereof by Company, infringes, violates, or misappropriates, or has infringed, violated or misappropriated (collectively "Infringes"), the Intellectual Property of any other party; (b) challenges the ownership, validity or enforceability or effectiveness of any Product Intellectual Property or Licensed Intellectual Property; or (c) alleges that the manufacture, use, importation, sale or offer for sale of the Products infringes the Intellectual Property of any other party. No Litigation brought by Company is currently pending or has been threatened by Company or any licensor of Company against any other party alleging that such other party infringes any Product Intellectual Property or Licensed Intellectual Property. No other party is infringing Product Intellectual Property or Licensed Intellectual Property.

4.4. Intellectual Property. Schedule 4.4 sets forth a true and correct list, as of the date hereof, of all (a) registrations and applications for Product Intellectual Property; (b) common law trademarks used to market the Products by or on behalf of Company; and (c) unregistered Product Intellectual Property that is necessary to manufacture the Product. Schedule 4.4 also sets forth all contracts pursuant to which a license to use Product Intellectual Property is granted to Company ("Licensed Intellectual Property") (other than any (i) nonexclusive license for Product Intellectual Property embedded in any equipment, fixtures, components or finished products that are being transferred under this Agreement, (ii) nonexclusive implied license of Product Intellectual Property, (iii) nonexclusive license for the use of any commercially available information systems or off-the-shelf software that is licensed pursuant to customary non-negotiated licenses, and (iv) maintenance or services agreement related to any commercially available information systems or off-the-shelf software).

All Product Intellectual Property listed on Schedule 4.4 is valid, enforceable and in good standing, and there are no equitable defenses to enforcement based on any act or omission of Company. No material false allegations of use or other false statements have been made in writing in connection with the filing, prosecution or maintenance of any Product Intellectual Property listed on Schedule 4.4. The correct chain of title has been recorded with the applicable Government Entity, including the U.S. Patent and Trademark Office, against each item of registered or applied for Product Intellectual Property listed on Schedule 4.4.

Except as provided in Schedule 4.4, all individuals employed by Company at any time during the past three (3) years who have previously had and/or currently have access to Protected Information (as hereinafter defined), and all consultants and independent contractors currently and formerly under contract with, or used by, Company at any time during the past three (3) years, who have previously had and/or currently have access to Protected Information, have executed an agreement agreeing to maintain the confidentiality of such information. Company has not disclosed or made available to any other person any Protected Information, and

the Protected Information has been maintained by Company in strict confidence. Company has used its best efforts to maintain the secrecy of and to not disclose, discuss, communicate or transmit Protected Information to others and has taken all commercially reasonable steps to preserve such confidentiality. For the purpose of this Section 4.4, the term "Protected Information" means (a) Product Intellectual Property relating to the design, development, manufacture, use, importation, marketing or sale of the Products that Company considers to be confidential information; (b) trade secrets of the Product Intellectual Property; and (c) Licensed Intellectual Property with respect to which Company has agreed to maintain confidentiality.

Except as set forth on Schedule 4.4, all individuals employed by Company and involved in the design, development, creation and/or reduction to practice of Product Intellectual Property and/or the Products have executed agreements providing that all Intellectual Property conceived, discovered, developed and/or reduced to practice by the employee within the scope of the employee's employment, at any time during the term of the employee's employment, is the sole and exclusive property of Company. Except as set forth on Schedule 4.4, all consultants and independent contractors currently and formerly under contract with, or used by, Company in connection with the design, development, creation and/or reduction to practice of Product Intellectual Property and/or the Products, have executed an agreement that all Intellectual Property made, conceived, discovered, or developed by the consultant or independent contractor in connection with the work performed for Company is the sole and exclusive property of Company.

Company has obtained all consents, approvals or authorizations necessary to transfer any agreements covering Licensed Intellectual Property to Purchaser, or, in the alternative, no consents, approvals or authorizations are necessary for such transfer.

4.5. Title to and Condition of Purchased Assets. Company has good and marketable title to all the Purchased Assets, free and clear of all mortgages, liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, limitations, charges or encumbrances of any nature whatsoever (collectively, "Liens"). None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Company has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Purchaser as contemplated hereby. At Closing, Purchaser will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever. Without limiting the generality of the foregoing, Company (a) is the sole and exclusive owner of all right, title and interest in the Product Intellectual Property, free and clear of all Liens and free and clear of any requirements of past, present or future royalties or other license fees, and (b) possesses necessary licenses or other valid rights under contracts or otherwise to use the Licensed Intellectual Property listed on Schedule 4.4 in order to manufacture, have manufactured, use, sell, offer for sale and importation the Products, free and clear of all liens. Except as described on Schedule 4.4, Company has not granted to any party any rights to any Product Intellectual Property or Licensed Intellectual Property.

All tangible assets constituting Purchased Assets are in good operating condition and repair, free from any defects (except for such minor defects as do not interfere with the use thereof), have been maintained consistent with the standards generally followed in the industry and are sufficient to adequately manufacture the Products.

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Purchaser's Initials

Company's Initials

4.6. No Brokers or Finders. Neither Company nor any of its directors, officers, employees, shareholders or agents have retained, employed or used any broker or finder in connection with the transactions provided for herein or the negotiation thereof.

4.7. Disclosure. No representation or warranty by Company or the Related Individuals in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Company or the Related Individuals pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser makes the following representations and warranties to Company, each of which is true and correct on the date hereof, shall be unaffected by any investigation heretofore or hereafter made by Company or any knowledge of Company, and shall survive the Closing of the transactions provided for herein.

5.1. Corporate Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser has all requisite corporate power to enter into this Agreement and the other documents and instruments to be executed and delivered by Purchaser and to carry out the transactions contemplated hereby and thereby.

5.2. Authority. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Purchaser pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Purchaser. No other corporate act or proceeding on the part of Purchaser is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Purchaser pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Purchaser pursuant hereto will constitute, valid and binding agreements of Purchaser, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

5.3. No Brokers or Finders. Neither Purchaser nor any of its directors, officers, employees, shareholders or agents have retained, employed or used any broker or finder in connection with the transactions provided for herein or the negotiation thereof.

5.4. Disclosure. No representation or warranty by Purchaser in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Purchaser pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

6. COVENANTS AND AGREEMENTS

Each and every obligation of Purchaser to be performed on or after the Closing Date under this Agreement is subject to the satisfaction (or written waiver by Purchaser) prior to or at the Closing of each of the following conditions:

6.1. Smart Tec Supply Agreement. Smart Tec and Purchaser shall execute a supply agreement with terms and conditions satisfactory to Purchaser. Such terms and conditions shall include a requirement that Smart Tec utilize the "Final Pricing" for the Products detailed in Exhibit A. Company shall act as the intermediary between Purchaser and Smart Tec to procure said supply agreement.

6.2. Price Reduction. As of the date hereof, Company shall have reduced the prices for the Products identified on Exhibit A to those prices identified as "Interim Prices" as detailed in Exhibit A. Such Prices shall remain in effect until all of the Purchased Assets have been transferred to Smart Tec.

7. POST-CLOSING COVENANTS

7.1. Noncompetition. As an inducement to Purchaser to execute and deliver this Agreement and to consummate the transactions contemplated hereby, Company and each Related Individual agree that, except for the Company's Snap Shot and Tel Scope products, for a period of five (5) years after the Closing Date, neither Company nor any Related Individual will, directly or indirectly:

(a) compete with Purchaser in the design, manufacture, marketing or sale of any electric voltage tester that: (i) has similar function-sets to those electric voltage testers hereby being acquired by Purchaser, and (ii) has a retail sale price below Three Hundred Dollars (\$300.00);

(b) engage in, continue in or carry on any business that competes in any aspect of the Business (as hereinafter defined), including owning or controlling any financial interest in any Competitive Business (as hereinafter defined);

(c) consult with, advise or assist in any way, whether or not for consideration, any party in any aspect of the Business, including endorsing the products or services of any Competitive Business, soliciting customers or otherwise serving as an intermediary for any Competitive Business or loaning money or rendering any other form of financial assistance to any Competitive Business; or

(d) solicit, induce or otherwise offer employment or engagement as an independent contractor to, or engage in discussions regarding employment or engagement as an independent contractor with, any person who is or was an employee, commissioned salesperson or consultant of Purchaser, or assist any third party with respect to any of the foregoing, unless such person has been separated from his or her employment or other relationship with Purchaser and each of its affiliates for a period of six (6) consecutive months.

The foregoing shall not prohibit the ownership of not more than five percent (5%) of the securities of any publicly-traded entity. The geographic scope of this covenant not to compete shall extend throughout North America. Purchaser may sell, assign or otherwise transfer this covenant not to compete, in whole or in part, to any person or entity that purchases all or any portion of Purchaser or Purchased Assets. Recognizing the specialized nature of the Business, Company and the Related Individuals acknowledge and agree that the restrictions of this covenant not to compete are reasonable.

For the purposes of this Article 7, the term "Business" means the design, manufacture, marketing or sales of voice/data/video products that have a retail price less than Three Hundred Dollars (\$300). The term "Competitive Business" means any person or entity that engages in the Business.

7.2. Cooperation; Reasonable Best Efforts.

(a) It is contemplated that Purchaser shall become the supplier of Products to Company's existing customers. Company shall cooperate with and assist Purchaser, and shall use its reasonable best efforts, to promptly take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to assist in the transition of such customers to Purchaser. Purchaser agrees to hold the pricing of Products stable for these customers for one (1) year following the Closing Date.

(b) Company will supply engineering support at its cost to support the Products in production and the relocation of the Purchased Assets to Smart Tec, as contemplated herein, for one (1) year after the Closing Date.

(c) Company agrees that it will complete, as soon as practicable, its ongoing "refresh" process (i.e., refresh the Products by designing new components into the Products to replace any components that are due to be discontinued by the component manufacturer within the next two (2) years). Company agrees to continuously consult with Purchaser during the process of replacing said components. Company also agrees to assist Purchaser, at Company's cost, in finding alternative sources/parts for the Products that may become obsolete.

8. INDEMNIFICATION

8.1. By Company. From and after the Closing Date, Company hereby agrees to indemnify, defend and hold harmless Purchaser and its affiliates, directors, shareholders, agents, representatives and employees (hereinafter "Purchaser's Affiliates"), from and against all Claims (as hereinafter defined) asserted against, resulting to, imposed upon, or incurred by Purchaser, Purchaser's Affiliates or any assets transferred to Purchaser pursuant to this Agreement, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach of any representation or warranty of Company or of any of the Related Individuals contained in or made pursuant to this Agreement, (b) the breach of any covenant of Company or of any of the Related Individuals contained in this Agreement, or (c) any Claim against Purchaser or the Purchased Assets that is specifically not assumed by Purchaser pursuant to Article 2 hereof. As used in this Article 8, the term "Claim" shall include (i) all Liabilities; (ii) all losses, damages (including,

without limitation, consequential damages), judgments, awards, penalties and settlements; (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iv) all costs and expenses (including, without limitation, interest, including prejudgment interest in any litigated or arbitrated matter, court costs and fees, and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

8.2. By Purchaser. From and after the Closing Date, Purchaser hereby agrees to indemnify, defend and hold harmless Company and its affiliates, members, directors, shareholders, agents, representatives and employees from and against all Claims asserted against, resulting to, imposed upon or incurred by any such person, directly or indirectly, by reason of or resulting from (a) the inaccuracy or breach of any representation or warranty of Purchaser contained in or made pursuant to this Agreement or (b) the breach of any covenant of Purchaser contained in this Agreement.

8.3. Survival of Representations, Warranties, Covenants and Agreements. The covenants and agreements contained herein shall survive the Closing without limitation as to time unless the covenant or agreement specifies a term, in which case such covenant or agreement shall survive for such specified term.

9. CLOSING

9.1. The Closing. The closing of this transaction (the "Closing") shall take place at 450 Bond Street, Lincolnshire, Illinois, at 10:00 a.m. on May 24, 2013, or at such other time and place as the parties hereto shall mutually agree upon. Such date is referred to in this Agreement as the "Closing Date."

9.2. Closing Deliveries of Company. At the Closing, Company shall deliver to Purchaser the following items and documents, which documents shall be, in each case, duly executed or otherwise in proper form:

(a) Bills of Sale. Bills of sale and such other instruments of assignment, transfer, conveyance and endorsement as will be sufficient in the opinion of Purchaser and its counsel to transfer, assign, convey and deliver to Purchaser the Purchased Assets free and clear of all Liens and encumbrances as contemplated hereby.

(b) Certified Resolutions. A copy of the resolutions of the Board of Managers of Company, authorizing and approving this Agreement, and the other exhibits and documents contemplated hereby, and the consummation of the transactions contemplated by this Agreement.

(c) Good Standing. Certificates of Good Standing issued by the Secretary of State for each state in which the Company is incorporated or registered to do business, in form and substance reasonably satisfactory to Purchaser and its counsel, on and as of the Closing Date.

(d) Other Documents. All other documents, instruments or writings required to be delivered to Purchaser at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Purchaser may reasonably request.

9.3. Closing Deliveries of Purchaser. At the Closing, Purchaser shall deliver to Company the following items and documents, which documents shall be, in each case, duly executed or otherwise in proper form:

(a) Purchase Price. Six Hundred Thousand Dollars (\$600,000), partial satisfaction of the Purchase Price.

(b) Certified Resolutions. A copy of the resolutions of the Board of Directors of Purchaser, authorizing and approving this Agreement, and the other exhibits and documents contemplated hereby, and the consummation of the transactions contemplated by this Agreement.

(c) Other Documents. All other documents, instruments or writings required to be delivered to Company at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Company may reasonably request.

10. MISCELLANEOUS

10.1. Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal laws of the State of Illinois, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

10.2. Jurisdiction. Each party hereto stipulates that any dispute or disagreement between the parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety exclusively in, and consents to the exclusive jurisdiction and proper venue of, (a) the Federal District Court for the Northern District of Illinois, or (b) if the federal court in clause (a) does not have jurisdiction as a matter of law, then the state court located in Waukegan, Lake County, Illinois. Each party consents to personal and subject matter jurisdiction and venue in such applicable court and waives and relinquishes all right to object to the suitability or convenience of such venue or forum by reason of their present or future domiciles or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions. Process in any such action may be served on any party anywhere in the world, whether within or outside the jurisdiction of any such court.

10.3. Injunctive Relief. Company and the Related Individuals agree that (a) any breach of the obligation to consummate the transactions contemplated hereby on the Closing Date or any breach by Company or any of the Related Individuals of the provisions of Section 7.1 will result in irreparable injury to Purchaser for which a remedy at law would be inadequate, and (b) in addition to any relief at law that may be available to Purchaser for such breach and regardless of any other provision contained in this Agreement, Purchaser shall be entitled to injunctive and other equitable relief as a court may grant. The foregoing shall not be construed to limit

Purchaser's right to obtain equitable relief for other breaches of this Agreement under general equitable standards.

10.4. Amendment; Modification; Waiver; Remedies Cumulative. Purchaser, Company, and the Related Individuals may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instance, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

10.5. Expenses. Regardless of whether or not the transactions contemplated hereby are consummated, each of the parties shall bear its own resource costs, as well as the expenses of its counsel and other agents in connection with the transactions contemplated hereby. Notwithstanding the foregoing, all moving costs for tooling, test equipment, and all other associated equipment to Smart Tec will be the sole responsibility of Company.

10.6. Entire Agreement; Severability. This instrument, and the exhibits and schedules attached hereto, embodies the entire agreement among the parties hereto with respect to the transactions contemplated herein, and supersedes all prior negotiations, discussions and agreements with respect thereto, including, without limitation, the Letter of Understanding dated January 18, 2013, as the same may have been amended or extended. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.


10.7. Counterparts. This Agreement may be executed by signatures exchanged via facsimile or other electronic means and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.8. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

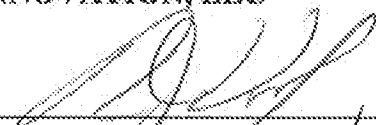
KLEIN TOOLS, INC.

By: 

Name: *Thomas R. Klein*

Title: *President*

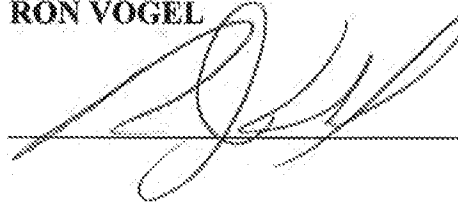
T3 INNOVATION, LLC

By: 

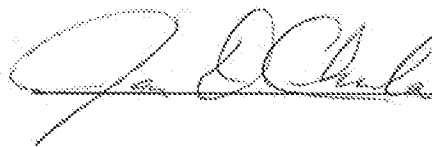
Name: *RONALD J. VOGEL*

Title: *CEO*

RON VOGEL



JASON CHESLA



LEE WATKINS

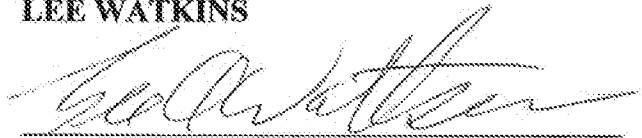


EXHIBIT A

DEM PRODUCTS					
Customer	P/N	DEM Family	Description	U/M	COST
BlackBox	SOHOTEST-RJ45	VDV526055	RJ45 Remotes w/EVA Holder (1-19)	EA	\$ 6.43
BlackBox	SOHOTEST-COAX	VDV512056	Coax Remotes w/EVA Holder (1-19)	EA	\$ 9.24
BlackBox	SOHOTEST-KIT	VDVSPalt	SOHQ Test Kit w/Starter Set Remotes	EA	\$ 30.72
BlackBox	??	XT85003	Remotes 1-5	EA	\$ 4.70
Platinum Tools	T119	VDVSPalt	VDV MapMaster	EA	\$ 19.75
Platinum Tools	T129	VDVSPLTalt	VDV MapMaster 2.0	EA	\$ 17.43
Platinum Tools	T104	EXTester	4Mapper Coax Tester	EA	\$ 9.20
Psiber Data	T120C	VDV512056	Coax Remotes w/EVA Holder (1-19)	EA	\$ 9.24
Psiber Data	CM200	VDV526052	CableMaster 200	EA	\$ 17.63
Psiber Data	CM400	VDV501809	CableMaster 400 w/Starter Set Remotes	EA	\$ 28.56
Psiber Data	CM450	VDV501816	CableMaster 450 w/Starter Set Remotes	EA	\$ 30.40
Psiber Data	??	XT85003	Remotes 1-5	EA	\$ 4.70
Specialized Products	CT100	CXTester	COAXtracker Coax Mapper & Coax Tone Generator w/ Remotes	EA	\$ 15.29
UEI/Craftsman	034-2114	VDVSPalt	VDV PRO	EA	\$ 27.50
Platinum Tools	T121	VDV526055	VDV MapMaster Data Remote Set (1-19)	EA	NOT SOLD
Platinum Tools	T120	VDV512056	VDV MapMaster Coax Remote Set (1-19)	EA	NOT SOLD
Platinum Tools	T129K1	VDVSPLTalt	VDV MapMaster 2.0 Test Kit	EA	NOT SOLD
Platinum Tools	T124	VDVSPalt-REM1	Remote 1	EA	NOT SOLD
Psiber Data	T121C	VDV526055	RJ45 Remotes w/EVA Holder (1-19)	EA	NOT SOLD
T3	TP200	VDV526054	TrakAll Tracer & Tone Generator	EA	DISCON.
T3	TT550	VDVSPLTalt	Tri Tester Pro™	EA	DISCON.
T3	TTK550-A	VDVSPLTalt + TP200	Tri Tester Pro™ Kit1 Incls. TP200 TrakAll™	EA	DISCON.
T3	TTK550-B	VDVSPLTalt + TP200	Tri Tester Pro™ Kit 2	EA	DISCON.
T3	TTK-555	VDVSPLTalt	Tri Tester Pro™ Kit 3	EA	DISCON.
T3	TTK555-A	VDVSPLTalt + TP200	Tri Tester Pro™ Kit 4	EA	DISCON.
T3	RK305	XT85003	Remotes 1-5	EA	DISCON.
UEI/Craftsman	034-2118	VDV526052	LAN	EA	NOT SOLD
UEI/Craftsman	034-2115	VDV512056	COAX	EA	NOT SOLD

R-JY

Bill of Materials
XVDV500-051 Rev A1
Tone Cube Bulk

3/18/2013



Item	Qty	Part Number	Description
1	1	T00010	TOP ASSY, Tone Cube, Klein Tools
2	0.050	T84006	Pad 15" x 12" Chip Board
3	0.025	T84007	Partition Assembled 40 Cell
4	0.025	T84008	15" x 13" x 7" Kraft Shipping Box (RSC) 200# Test
5	1	T84010	Bag Poly 4 x 8 Inch 2 mil
6	0.025	T84018	Label, Bulk Packaging 40 cnt XVDV500-051

BIV

Item	Qty	Part Number	Description
1	1	T00007	TOP ASSY, LanScout JR, KLEIN TOOLS
2	1	T00009	TOP ASSY, LanScout JR, Remote , KLEIN TOOLS
3	1	T42013	Label, LCD Mylar cover, LAN Scout jr
4	0.0154	T84004	Partition Assembled 65 Cell
5	0.0077	T84005	15" x 12" x 10" Kraft Shipping Box (RSC) 200# Test
6	0.0231	T84006	Pad 15" x 12" Chip Board
7	1	T84009	Bag Poly 4 x 6 Inch 2 mil
8	0.0077	T84011	Label, Bulk Packaging 130cnt XVDV526052
9	1	T84014	Pull Tab, Mylar, Battery Isolation

RJT



Item	Qty	Part Number	Description
1	1	T00006-1	TOP ASSY, LanScout Revised, KLEIN TOOLS
2	1	T00008	TOP ASSY, LanScout Remote, KLEIN TOOLS
3	1	T42012	Label, LCD mylar cover, VDV Scout Pro
4	0.050	T84006	Pad 15" x 12" Chip Board
5	0.025	T84007	Partition Assembled 40 Cell
6	0.025	T84008	15" x 13" x 7" Kraft Shipping Box (RSC) 200# Test
7	1	T84010	Bag Poly 4 x 8 Inch 2 mil
8	0.025	T84012	Label, Bulk Packaging 40 cnt XVDV501053

RTV



Item	Qty	Part Number	Description
1	1	T00011	Top Assy ProbePlus Klein Tools
2	0.0143	T84005	15" x 12" x 10" Kraft Shipping Box (RSC) 200# Test
3	0.0286	T84006	Pad 15" x 12" Chip Board
4	0.0143	T84015	Partition Assembled 70 Cell ProbePlus
5	0.0143	T84016	Label, Bulk Packaging 70 cnt XVDV500-060
6	1	T84017	Bag Poly 4 x 10 Inch 2 mil

RJV



Item	Qty	Part Number	Description
1	1	T00006-2	TOP ASSY, VDV Scout PRO LT, KLEIN TOOLS
2	1	T00008	TOP ASSY, LanScout Remote, KLEIN TOOLS
3	1	T42012	Label, LCD mylar cover, VDV Scout Pro
4	0.050	T84006	Pad 15" x 12" Chip Board
5	0.025	T84007	Partition Assembled 40 Cell
6	0.025	T84008	15" x 13" x 7" Kraft Shipping Box (RSC) 200# Test
7	1	T84010	Bag Poly 4 x 8 Inch 2 mil
8	0.025	T84012	Label, Bulk Packaging 40 cnt XVDV501053

A handwritten signature, possibly 'RJA', in dark ink.

EXHIBIT B

Mold Tooling Inventory

Servtech Plastics

Tool#	Description	Tool Configuration	Part Numbers Molded	Location	Where Used
1	Housing, Substrate	2+2 cavity	T40006,T40007	Monrovia, Ca	Scout PRO, Psiber
2	Housing, Overmold	2 cavity	T40006,T40007	Monrovia, Ca	Scout PRO, Psiber
3	Battery Door, Remote Top and Bottom	2+2+2 cavity	T40008,T40009,T40010	Monrovia, Ca	Scout PRO, Psiber
4	Bezel	4 cavity	T40011	Monrovia, Ca	Scout PRO
5	Housing, Substrate	2+2 cavity	T40012,T40013	Monrovia, Ca	Scout Junior, Psiber
6	Housing, Overmold	2+2 cavity	T40012,T40013	Monrovia, Ca	Scout Junior, Psiber
7	Battery Door, Remote Top and Bottom	2+2+2 cavity	T40014,T40015,T40016	Monrovia, Ca	Scout Junior, Psiber
8	Bezel	4 cavity	T40017	Monrovia, Ca	Scout Junior
9	Housing, Top, Bottom	3+3 cavity	T40027,T40028	China	Tone Cube
10	Battery Door	4 cavity	T40029	China	Tone Cube
11	Switch Bezel	4 cavity	T40030	China	Tone Cube
12	Slide Switch Covers	6 cavity	T40031	China	Tone Cube
13	Housing, Top, Bottom	2+2 cavity	T40038,T40039	China	Probe Plus
14	Battery Door	4 cavity	T40040	China	Probe Plus
15	Speaker Bezel	4 cavity	T40041	China	Probe Plus
16	Probe Tip	4 cavity	T40042	China	Probe Plus
17	Housing, Top, Bottom, Battery Door	2+2+2 cavity	T40032,T40033,T40034	Monrovia, Ca	Tri-Tester, OEM
18	Remote Top, Bottom	2+2 cavity	T40035,T40036	Monrovia, Ca	Tri-Tester, OEM
19	Side Strips	8 cavity	T40037	Monrovia, Ca	Tri-Tester, OEM
20	Housing, Top, Bottom, Battery Door	2+2+2 cavity	T40055,T40056,T40057	Monrovia, Ca	Tri-Tester Jr, OEM
21	Remote Top, Bottom	2+2 cavity	T40059,T40060	Monrovia, Ca	Tri-Tester Jr, OEM
22	Side Strips	8 cavity	T40058	Monrovia, Ca	Tri-Tester Jr, OEM
23	Bezel	2 cavity	T40092	Monrovia, Ca	Psiber Scout PRO
24	Bezel	2 cavity	T40094	Monrovia, Ca	Psiber Scout Jr

Smart Tech

Coax Tester Body Top and Bottom Color Terminator Caps	1+1 cavity	No T3 Part Number	China	Coax Tester Coax Tester
TraceAll	No Information	T40018,T40019,T40020, T40021,T40022,T40023	China	TraceAll
TraceAll T3 Logo Bezel	No Information	T40024	China	Trak All
Distance Meter/ Coax commander	No Information		China	Distance Meter

Empire Screen Printing

Die for Lens Cutout	1 cavity	T42009	Onalaska, WI	Tri-Tester
Die for Lens Cutout	1 cavity	T42022	Onalaska, WI	Tri-Tester Jr

RJW

Custom Test Equipment Inventory

Description	Quantity	Products Supported	Location
PIC based Test Controller for PRO/Jr	3	Scout PRO/LT/Junior	Moorpark, CA
Scout PRO/LT Test Heads	3	Scout PRO/LT	Moorpark, CA
Scout Junior Test Heads	3	Scout Junior	Moorpark, CA
Scout PROs for Remote Testing	2	Scout PRO/LT/Jr Remotes	Moorpark, CA
PIC based Test Controller for Tone/Probe	1	Tone Cube / Probe Plus	Moorpark, CA
Probe Plus Test Head	3	Probe Plus	Moorpark, CA
Tone Cube Test Head	3	Tone Cube	Moorpark, CA
Manual Tone Cube Fixture	1	Tone Cube	Moorpark, CA

RJV