

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3870738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BILL OF SALE
CONVEYING PARTY DATA	
Name	Execution Date
PROGRESSION, INC.	09/12/2014
LEXMAR INVESTORS LLC	09/12/2014
RECEIVING PARTY DATA	
Name:	LEXMAR GLOBAL INC
Street Address:	22 PARKRIDGE ROAD
City:	HAVERHILL
State/Country:	MASSACHUSETTS
Postal Code:	01835
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5396806
Patent Number:	4774453
CORRESPONDENCE DATA	
Fax Number:	(617)342-4001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6173424000
Email:	ipdocketing@foley.com, jcormier@foley.com
Correspondent Name:	CHRISTOPHER J. MCKENNA
Address Line 1:	300 K. STREET, N.W. SUITE 600
Address Line 2:	FOLEY & LARDNER LLP
Address Line 4:	WASHINGTON, D.C. 20007
ATTORNEY DOCKET NUMBER:	109106-0101
NAME OF SUBMITTER:	JENNIFER A. CORMIER
SIGNATURE:	/Jennifer A. Cormier/
DATE SIGNED:	05/12/2016
Total Attachments: 2	
source=Progression_LexMar Global Bill of Sale#page1.tif	
source=Progression_LexMar Global Bill of Sale#page2.tif	

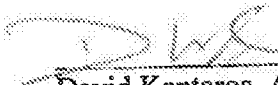
BILL OF SALE PURSUANT TO UCC SALE

KNOW ALL MEN BY THESE PRESENTS, that pursuant Article 9 of the Uniform Commercial Code ("UCC") and that certain Term Loan Agreement (the "Loan Agreement") made as of March 21, 2014 by and between PROGRESSION, INC., a corporation duly organized and existing under the laws of the State of Delaware, with a principal office located at 22 Parkridge Road, Haverhill, Massachusetts 01835 (the "Borrower") and LEXMAR INVESTORS LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, with an address of 718 Fairway Avenue, Mamaroneck, New York 10543 (as amended, the "Senior Secured Lender" and "Seller"), and the security interests granted by a certain Security Agreement dated March 21, 2014, executed by Borrower in favor of the Senior Secured Lender ("Security Agreement"), and in accordance with that certain Notice of Public Sale of Collateral (the "Notice") published in the Boston Herald and in Plastics News which described the property being sold (the "Property"), a public sale was conducted at the offices of Foley & Lardner, LLP on September 12, 2014 at 12:00 PM E.D.T. (the "Sale"), and that LexMar Global Inc. ("Buyer"), a Delaware corporation and assignee of the Senior Secured Lender, purchased the Property at the Sale for the credit bid of \$1,000,000, this Bill of Sale is hereby issued effective as of September 12, 2014 ("Effective Date").

That pursuant to the Loan Agreement, Security Agreement, Sale and operation of law, the Property, more particularly described in Exhibit 1 attached hereto, is hereby transferred, conveyed and assigned to the Buyer, its successors and assigns, **TO HAVE AND TO HOLD** for their own use forever, all of Borrower's right, title and interest in and to the Property, free and clear of all liens, claims, security interests as provided in Article 9 of the UCC, but otherwise "AS IS, WHERE-IS" WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO THOSE EXPRESS, IMPLIED OR STATUTORY AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, this Bill of Sale has been executed, effective as of the above Effective Date.

LEXMAR INVESTORS LLC, as Senior Secured
Lender and Seller


David Kantaros, Authorized Agent

LEXMAR GLOBAL INC., as Buyer



David Kantaros, Authorized Agent

Exhibit 1

All of the property described below in which Progression has or acquires an interest, wherever located, whether now owned or hereafter arising or acquired ("Assets"):

(a) All equipment, fixtures, and inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), including all spare and repair parts, special tools, equipment and replacements for any of the foregoing, and any software embedded therein or related thereto;

(b) All accounts (including health-care-insurance receivables), contract rights, documents, chattel paper (including electronic chattel paper), instruments (including promissory notes), and general intangibles (including all payment intangibles), and all returned or repossessed goods the sale of which gave rise to any of the foregoing;

(c) All financial assets, investment property, securities (whether certificated or uncertificated, and including investment company securities), security entitlements, securities accounts, commodity contracts, and commodity accounts, including all substitutions and additions thereto, and all dividends, distributions and sums distributable or payable from, upon or in respect of such property;

(d) All commercial tort claims;

(e) All deposit accounts and all cash balances from time to time credited to such accounts;

(f) All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing);

(g) All other contract rights or rights to the payment of money;

(h) All insurance claims and proceeds;

(i) All supporting obligations that support the payment or performance of any of the foregoing; and

All additions and accessions to, all proceeds, products, offspring and profits of, and all rights and privileges incident to, any of the foregoing.