Form PTO-1594 RECORDATION FORM

09-24-1998

U.S. Department of Commerce
Patent and Trademark Office

100837748

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Fleet Capital Corporation
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ X ] Corporation-State – RI
[ ] Other:
Additional name(s) of conveying party(ies) attached?
[ ] Yes [ X ] No

2. Name and address of receiving party(ies):
Name: Hunter TBA, Inc.
Internal Address: P.O. Box 12970
Street Address: 4650 N. Port Washington Road
City: Milwaukee State: WI Zip: 53212-0970
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ X ] Corporation-State – WI
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached?
[ ] Yes [ X ] No

3. Nature of conveyance:
[ X ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other

Execution Date: June 12, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

See attached schedule

B. Trademark registration No.(s)

See attached schedule

Additional numbers attached? [ ] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rachel S. Jozefacki
Internal Address: Foley & Lardner

Street Address: 777 E. Wisconsin Avenue

City: Milwaukee State: WI Zip: 53202-5367

6. Total number of applications and registrations involved:.....[ 149 ]

7. Total fee (37 CFR 3.41): .....$ 3740.00
[ X ] Enclosed
[ X ] Authorized to be charged to deposit account any fee deficiencies.

8. Deposit account number: 06-1447

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Rachel S. Jozefacki
Name of Person Signing

Rachel S. Jozefacki
Signature

9-21-98
Date

09/24/1998 SSMITH 00000026 112331
01 FC:481 40.00 OP
02 FC:482 3700.00 OP

Total Number of pages including cover sheet: [ 7 ]

EMD 9-21-98

| TRADEMARK | REG. NO. |
|---|---|
| | |
| ATLAS | 112,331 |
| ATLAS | 134,036 |
| ATLAS | 223,187 |
| ATLAS | 261,088 |
| Tire with "ATLAS" inscribed | 288,702 |
| ATLAS | 291,684 |
| ATLAS | 291,757 |
| ATLAS | 291,995 |
| ATLAS | 292,092 |
| ATLAS | 292,119 |
| ATLAS | 293,307 |
| ATLAS | 295,005 |
| ATLAS | 295,109 |
| ATLAS | 295,699 |
| ATLAS | 298,350 |
| VANGUARD | 298,767 |
| Spark Plug w/ "ATLAS" inscribed | 299,974 |
| ATLAS | 328,307 |
| Picture of Globe | 329,488 |
| ATLAS | 331,672 |
| ATLAS | 332,120 |
| ATLAS LUG GRIP | 339,872 |
| ATLAS | 346,800 |
| ATLAS TIRE GRIP-SAFE SILENT TREAD (drawing) ✓ | 347,024 |
| FROST GUARD | 364,435 |
| PERMA-GUARD | 371,326 |
| ATLAS | 382,088 |
| ATLAS SAFETY-FAST | 396,483 |
| ATLAS | 427,151 |
| ATLAS | 434,307 |
| ATLAS | 506,651 |
| ATLAS GRIP SAFE CUSHION-AIRE and "A" superimposed on globe | 509,443 |
| ATLAS | 511,917 |
| ATLAS | 512,128 |
| ATLAS | 514,584 |
| ATLAS | 519,412 |
| ATLAS | 521,610 |
| ATLAS | 541,033 |
| Globe with "A" | 572,038 |

| TRADEMARK | REG. NO. |
|---|---|
| | |
| ATLAS EZE-ON | 573,549 |
| ATLAS (drawing) | 591,103 |
| ATLAS | 595,677 |
| ATLAS | 598,260 |
| ATLAS POWER-DRIVE BELT | 604,235 |
| VICRON | 605,169 |
| ATLAS | 608,566 |
| ATLAS | 615,355 |
| ATLAS | 615,375 |
| ATLAS | 616,462 |
| ATLAS | 623,423 |
| ATLAS | 625,140 |
| ATLAS | 627,759 |
| ATLAS | 631,211 |
| ATLAS | 631,933 |
| ATLAS | 632,061 |
| PERMA-FUL | 638,339 |
| ATLAS | 639,019 |
| ATLAS | 641,869 |
| PERMA-FUL | 642,030 |
| ATLAS | 642,612 |
| ATLAS DUAL SERVICE | 647,486 |
| ATLAS | 648,914 |
| ATLAS | 652,403 |
| ATLAS | 652,562 |
| ATLAS | 652,960 |
| ATLAS | 654,901 |
| ATLAS | 671,325 |
| ATLAS | 672,814 |
| MICRONAL | 676,324 |
| TRICRON | 688,768 |
| ATLAS | 705,130 |
| ATLAS | 706,660 |
| PERMA-TRAC | 711,859 |
| SAFETY LIFT | 714,652 |
| ATLAS | 718,884 |
| PERMA-LIFE | 721,494 |
| ATLAS | 729,390 |
| ATLAS | 740,480 |
| ATLAS | 750,052 |

| TRADEMARK | REG. NO. |
|---|---|
| | |
| ATLAS BULLETIN | 760,033 |
| ATLAS | 771,395 |
| ATLAS | 773,356 |
| ATLAS | 810,943 |
| ATLAS | 816,958 |
| ATLAS | 819,443 |
| ATLAS | 819,833 |
| GOLDEN-AIRE | 829,775 |
| ATLAS | 830,342 |
| ATLAS | 831,598 |
| ATLAS | 836,607 |
| ATLAS | 836,704 |
| ATLAS | 861,135 |
| ATLAS | 864,203 |
| ATLAS | 868,651 |
| ATLAS | 871,737 |
| ATLAS | 872,551 |
| ATLAS | 872,923 |
| ATLAS | 875,993 |
| ATLAS | 881,271 |
| GOLDEN-TRAC | 881,274 |
| ATLAS | 881,667 |
| ATLAS | 885,034 |
| ECONO-POWER | 887,061 |
| ATLAS | 887,067 |
| ATLAS | 900,190 |
| ATLAS | 901,103 |
| ATLAS | 905,125 |
| ATLAS | 919,278 |
| ATLAS | 965,981 |
| ATLAS | 967,492 |
| ATLAS | 970,495 |
| ATLAS | 984,919 |
| ATLAS | 987,714 |
| ATLAS | 992,818 |
| SILVERAIRE | 998,954 |
| ATLAS LTD | 1,021,033 |
| ATLAS | 1,035,594 |
| WORRY-FREE | 1,042,177 |
| ATLAS | 1,063,818 |

| TRADEMARK | REG. NO. |
|---|---|
| | |
| MACSTRUT | 1,063,819 |
| COMFORT GUARD | 1,063,820 |
| ATLAS | 1,072,618 |
| ANALOG | 1,083,285 |
| ATLAS | 1,083,444 |
| Picture of Globe with "A" | 1,103,021 |
| START FAST | 1,103,762 |
| SEASONAIRE | 1,124,709 |
| BIG TRAIL | 1,142,450 |
| ATLAS | 1,150,802 |
| BIG TRAIL | 1,176,046 |
| SILVERTRAC | 1,180,044 |
| ATLAS XII | 1,207,138 |
| ATLAS | 1,210,244 |
| DIGITRON | 1,230,899 |
| SMOOTH RIDER | 1,234,510 |
| PINNACLE | 1,240,212 |
| ATLAS | 1,304,610 |
| ATLAS | 1,386,730 |
| ATLAS | 1,393,960 |
| ATLAS | 1,399,406 |
| ATLAS | 1,450,472 |
| COLDEX | 1,451,618 |
| PERMA-LIFE | 1,451,619 |
| ATLAS A/R RADIAL | 1,480,737 |
| ATLAS | 1,506,952 |
| PINNACLE SE | 1,538,095 |
| ATLAS | 1,593,955 |
| **TRADEMARK APPLICATIONS** | **SERIAL NUMBERS** |
| ACCU-TEMP | Serial No. 74/684,495 |
| QUICKFIT | Serial No. 74/726,564 |

**BILL OF SALE AND ASSIGNMENT**

WHEREAS, Atlas Supply Company, a Delaware corporation ("Atlas") is indebted to Fleet Capital Corporation, a Rhode Island corporation ("Fleet"), pursuant to the terms of that certain Loan and Security Agreement dated May 14, 1997 (the "Credit Agreement"); and

WHEREAS, Atlas has defaulted under the terms of the Credit Agreement and Fleet has conducted a private foreclosure sale of its collateral consisting of the "Assets" (as defined below) pursuant to Section 9.504 of the Texas Business and Commerce Code, Section 1309.47 of the Ohio Revised Code, Section 11-9-504 of the Code of Georgia, and Section 9504 of the California Code; and

WHEREAS, Fleet and Hunter TBA, Inc., a Wisconsin corporation ("Hunter"), have entered into that certain Asset Purchase Agreement, dated as of May 28, 1998 (the "Agreement") and Hunter purchased such Assets from Fleet as secured party at such private sale pursuant to the Agreement. Capitalized terms used herein that are not otherwise defined have the meanings given to such terms in the Agreement.

NOW, THEREFORE, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fleet as secured party does hereby grant, bargain, sell, assign and convey unto Hunter, its successors and assigns, the following described assets (the "Assets"):

1. All of Atlas' inventory currently located in the GATX warehouses in Atlanta, Georgia; Mira Loma, California; and Elk Grove, California and in the Traeger warehouse in Columbus, Ohio, including but not limited to, all goods intended for sale or lease by Atlas, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Atlas' business;

2. All office furniture and equipment from the Atlas office in Atlanta, Georgia;

3. All general intangibles of Atlas now owned by Atlas, including (if any) all choses in action, causes of action, inventions, blueprints, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, service marks, goodwill, brand names, copyrights, registrations, licenses, franchises, and customer lists; and

4. All accounts receivable of Atlas together with the computer equipment which was used to process information regarding such accounts and the books and records relating to such accounts.



TRADEMARK
REEL: 1789 FRAME: 0809

Fleet warrants that Hunter shall receive good and marketable title to all of the Assets conveyed hereby.

NOTWITHSTANDING THE FOREGOING, HOWEVER, THE ASSETS CONVEYED HEREUNDER ARE CONVEYED TO HUNTER "AS IS, WHERE IS," AND FLEET DOES NOT WARRANT THE MERCHANTABILITY, QUANTITY (EXCEPT AS PROVIDED IN THE AGREEMENT), QUALITY, CONDITION, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER OF SUCH ASSETS EXCEPT AS PROVIDED IN THE AGREEMENT, AND SHALL BE UNDER NO OBLIGATIONS WHATSOEVER TO UNDERTAKE ANY REPAIRS, ALTERATIONS OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF SUCH ASSETS.

By acceptance of this Bill of Sale and Assignment, Hunter acknowledges that its opportunity for inspection and investigation of such Assets heretofore afforded by Fleet has been adequate to enable Hunter to make its own determination with respect to the merchantability, quantity (except as provided in the Agreement), quality, condition, suitability, and fitness for any particular purpose of such Assets. Hunter also acknowledges by its acceptance of this Bill of Sale and Assignment that Fleet is neither a manufacturer nor distributor of, nor dealer or merchant in, the Assets.

This Bill of Sale and Assignment is binding upon and inures to the benefit of Fleet and its successors and assigns, and Hunter and its successors and assigns. Nothing contained in this Bill of Sale and Assignment will be deemed to supersede, modify, limit or amend any of the rights or obligations of Fleet or Hunter under the Agreement.

IN WITNESS WHEREOF, Fleet has caused this Bill of Sale and Assignment to be executed on its behalf on the 12 day of June, 1998.

FLEET CAPITAL CORPORATION

H Michael Wills

By: H. Michael Wills
Its: Senior Vice President



TRADEMARK
REEL: 1789 FRAME: 0810

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO
SACRAMENTO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

WRITER'S DIRECT LINE
414-297-5723

EMAIL ADDRESS
rmckenna@foleylaw.com

CLIENT/MATTER NUMBER
78742/155

September 21, 1998

BOX ASSIGNMENT
Assistant Commissioner
for Patents
Washington, D.C. 20231

Re: Bill of Sale and Assignment from Fleet Capital Corporation to Hunter TBA, Inc.
Our Ref. No. 061500/0101

Honorable Sir:

Enclosed for filing is the following:

a. Bill of Sale and Assignment from Atlas Supply Company to Fleet Capital Corporation and from Fleet Capital Corporation to Hunter TBA, Inc. and Schedule of Trademarks

b. Recordation form cover sheet

c. Filing fee of $3740.00. Should there be a deficiency in the fee enclosed, please charge our deposit account (06-1447) for the difference.

Please stamp and date the enclosed post card to acknowledge receipt of the above materials and return it to us.

Sincerely,

Richard J. McKenna

Enclosure(s)

001.383012.1

# CERTIFICATE OF MAILING BY EXPRESS MAIL

DATE 9/21/98 EXPRESS MAIL NO. TB 636060535 US

I hereby certify that the above-identified Bill of Sale and Assignment, pursuant to 37 CFR 1.10, is being deposited as "Express Mail" this date with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Trademarks, BOX ASSIGNMENT, Washington, D.C. 20231

By: Tammi McCarley

Signature of person depositing Express Mail

001.358109.1