

RE  
MRD 9-25-98

09-30-1998

To the Honorable Commissioner of Patent



100841543

Original documents or copy thereof.

1. Name of conveying party(ies):

Branch Banking and Trust Company  
200 W. Second Street  
Winston-Salem, NC 27101

- Individual(s)
- General Partnership
- Corporation-State of North Carolina
- Association
- Limited Partnership

2. Name and address of receiving party(ies):

Pavement Solutions, LLC  
2450 Nations Banks Plaza  
Charlotte, NC 28280-8000

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of North Carolina
- Limited Liability Company, State of North Carolina

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name

Other: **Bill of Sale**

Execution Date: **December 15, 1997**

If assignee is not domiciled in the United States, a domestic representative designated is attached  Yes  No

(Designations must be a separate document from Assignment)  
Additional name(s) & Address(es) attached  Yes  No

4. Application or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

74/563,491

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Jeffrey S. Whittle**  
Internal Address:  
**Allen, Dyer, Doppelt, Milbrath & Gilchrist**  
**P.O. Box 3791**  
**Orlando, FL 32802-3791**  
Street Address:  
**255 S. Orange Ave., Suite 1401**  
City: **Orlando St: FL Zip: 32802**

6. Total number of applications and registrations involved:.....(1)

- 7. Total fee (37CFR 3.41)..... \$40.00
- Enclosed (receipt of previous charge to Deposit Account No. 01-0484)
- Authorized to be charged to deposit account

8. Deposit account number: 01-0484

(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.

Jeffrey S. Whittle  
Name

September 25, 1998  
Date

Total number of pages including cover sheet, attachments and document: 5

~~07-06-1998~~  
100754518

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To the Honorable Commissioner of

Patented original documents or copy thereof.

1. Name of conveying party(ies):

Name and address of receiving party(ies):

Branch Banking and Trust Company

Pavement Solutions, LLC

5.13.98



- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Association
- Limited Partnership
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment  Merger
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A. Trademark Application No.(s)

B. Trademark Registration No.(s)

74/563,491

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey S. Whittle  
Internal Address:  
Allen Dyer Doppelt Milbrath & Gilchrist  
255 S. Orange Avenue, Suite 1401  
Orlando, FL 32828  
Street Address:  
255 S. Orange Avenue, Suite 1401  
Orlando, FL  
City: Orlando St:FL Zip:32828

6. Total number of applications and registrations involved:.....(1)

7. Total fee (37CFR 3.41)..... \$ 40.00  
 Enclosed (receipt for payment)  
 OR Authorized to be charged to deposit account

8. Deposit account number: 01-0484

(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 of the original document.

any attached copy is a true copy

*Jeffrey S. Whittle*  
Signature

5-8-98  
Date

Total number of pages including cover sheet, attachments and document: 5

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05/22/1998 11:01:11  
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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

BILL OF SALE

This BILL OF SALE made and entered into this the 15<sup>th</sup> day of December, 1997, by and between Branch Banking and Trust Company, a state banking organization duly organized and operating under the laws of the State of North Carolina (hereinafter "Seller"); Pavement Solutions, LLC, a limited liability company duly organized and operating under the laws of the State of North Carolina (hereinafter "Buyer").

**WITNESSETH:**

In consideration of the sum of Sixty Thousand Five Hundred Eight-Five Dollars (\$60,585.00), and for other good and valuable consideration, the receipt in which is hereby acknowledged, Seller does hereby sell, assign, convey and transfer to Buyer all of its right, title and interest in the personal property (hereinafter "Property") as set forth as follows:

Equipment including the following:

- 2 Concrete mixers
- 1 1994 Mitsubishi panel truck
- 3 Pallet jacks
- 1 walk behind saw
- 1 3-ton roller
- 1 pull paver

Office Equipment including the following:

- 5 desks
- 22 chairs
- 4 tables
- 1 conference table
- 2 credenzas
- 1 phone system
- 12 phones
- 5 filing cabinets
- 1 storage rack

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Other general intangible assets include accounts receivable, customer information, contract rights, goodwill, together with whatever rights Tough Patch USA, Inc. had in and to the name Tough Patch, along with trademarks, trade dress, copyrights, trade secrets, product formula rights and licenses.

In accordance with this Bill of Sale, Seller and Buyer agree as follows:

1. That Seller acquired title to the Property by foreclosing on its security interest therein. By foreclosing such interest, Seller only acquired such right, title or interest as was granted to collateralize an extension of credit in accordance with Article 9 of the Uniform Commercial Code as enacted in North Carolina which interest Seller hereby conveys to Buyer. Seller warrants only that it has done nothing to encumber or impair the title to the Property while it held a security interest or a fee interest therein.

2. That Seller hereby conveys the Property to Buyer "AS IS", "WHERE IS," and "with all faults," and, except as provided in Section 1 above, Seller disclaims any and all warranties, either express or implied, including but not limited to the warranty that the Property is free and clear of any lien(s) or encumbrance(s). Buyer hereby agrees to accept the Property on this basis, has examined the Property and is satisfied with its condition and operation.

3. That Seller stipulates and warrants that it does not have any knowledge of any defect in its title to the Property and is not aware of any other security interest(s) and/or lien(s) regarding the Property except as stated hereinafter.

4. That, pursuant to §§ 6321, 6322 and 6323 of the Internal Revenue Code, the Internal Revenue Service filed a Notice of

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Federal Tax Lien with the Secretary of State of North Carolina. Furthermore, seller stipulates and warrants that it properly notified the Internal Revenue service of the sale of the Property and that as such, the Internal Revenue Service only has a one hundred twenty (120) day right of redemption in and to the Property set forth hereinabove, which right should expire on or after December 1, 1997.

It is understood and agreed that this Bill of Sale contains the entire Agreement between the parties and that all prior and contemporaneous agreement and understanding have been merged herein. Finally, this Bill of Sale shall be construed and governed in accordance with the laws of the State of North Carolina.

BRANCH BANKING AND TRUST COMPANY  
By: [Signature]  
President

[Corporate Seal]

[Signature]  
Asst. - Secretary

STATE OF NORTH CAROLINA )  
COUNTY OF FORSYTH )

ACKNOWLEDGMENT

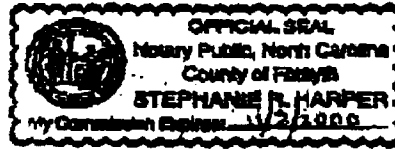
This 15<sup>th</sup> day of December, 1997, personally came before the undersigned Notary Public of and for said County and State, Larry N. Veck, who, being by me first duly sworn, says that he is the ~~Assistant Vice President~~ President of Branch Banking and Trust Company and says that the seal affixed to the foregoing instrument in writing is the corporate seals of said corporation and that said instrument was signed and sealed by him on behalf of said corporation by its authority duly given. And the said ~~Assistant Vice~~ President, acknowledged the said instrument to be the act and deed of said corporation.

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Stephanie L. Harper  
NOTARY PUBLIC

My Commission Expires:

11/2/2000



TO THE FOREGOING, I AGREE AND CONSENT:

Pavement Solutions, LLC

By: [Signature]

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