

REC

11-10-1998

MRD 11-05-98



100874606

To the Honorable Commissioner of Patents a
Please record the attached original documents

1. Name of conveying party(ies):
Norwest Credit, Inc.

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation-State-**Minnesota**
 Other _____

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

2. Name and Address of Receiving party(ies):
 Name: **Collector's Edge of Tennessee, Inc.**
 Street Address: **2485 West 2nd Avenue, Unit 14**

City: **Denver**
 State: **Colorado** Zip: **80223**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Tennessee**
 Other _____

3. Nature of conveyance:

Assignment
 Merger
 Security Agreement
 Change of Name
 Other **Notice of Foreclosure Sale & Bill of Sale, with Acknowledgment**

Execution Date: **February 13, 1997 and February 24, 1997**

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

(Designation must be a separate document from Assignment.)
 Additional name(s) & address(es) attached?
 Yes No

4. Application number(s) or registration number(s):

A. Trademark application No.(s) \ B. Trademark Registration No.(s)
75/181,534 **1,895,589**

Additional numbers attached? Yes No

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

Name: **William H. Hollander**
Wyatt, Tarrant & Combs
 Street Address: **Citizens Plaza**

City: **Louisville,**
 State: **Kentucky** Zip: **40202**

11/10/1998 SBURMS 00000187 75181534
 01 FC:481 40.00 DP
 02 FC:482 25.00 DP

6. Total number of applications and registrations involved: 2

7. Total fee (37 CRF § 3.41) **\$65.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (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.

William H. Hollander W.H. Hollander 11/2/98
 Name of person signing Signature Date

Total number of pages comprising cover sheet: 1



Norwest Credit, Inc.
1740 Broadway
Denver, Colorado 80274-8625
303/863-6593
FAX: 303/863-4904

February 13, 1997

Mark Raymond
Collector's Edge, L.P.
2485 West 2nd Avenue, Suite 14
Denver, CO 80223

Re: Credit and Security Agreement by and between Norwest Credit, Inc. and Collector's Edge, L.P. dated as of May 22, 1996

Dear Mr. Raymond:

As you know, Collector's Edge, L.P. ("Collector's Edge") is in default of the above-referenced Credit and Security Agreement (the "Credit Agreement"). The purpose of this letter is to inform you of Norwest Credit, Inc.'s decision to exercise its rights, under the Credit Agreement and the Uniform Commercial Code, to take possession of and to sell the collateral securing the obligations of Collector's Edge under the Credit Agreement. On or after February 24, 1997, Norwest Credit, Inc. will sell the collateral in a private foreclosure sale to Collector's Edge of Tennessee, Inc. or to a related entity.

Please call me if you have any questions about this letter.

NORWEST CREDIT, INC.

By: Ruth A. Stafford
Its: Vice President

I acknowledge receipt of this letter and agree that the notice of private foreclosure sale contained herein is sufficient under the Uniform Commercial Code or other applicable law.

Mark Raymond
Mark Raymond

BILL OF SALE

This Bill of Sale is made this 24th day of February, 1997 from NORWEST CREDIT, INC. ("Seller") to COLLECTOR'S EDGE OF TENNESSEE, INC. ("Buyer").

Recitals

Seller has a valid and perfected security interest in and to the collateral of Collector's Edge, L.P., ("Debtor") described on Exhibit A hereto (the "Collateral") to secure indebtedness of Debtor to Seller in the outstanding principal amount of \$1,919,439.93 (the "Debtor Indebtedness"). The Debtor Indebtedness is in default.

Pursuant to Section 9-504 of the Uniform Commercial Code, Seller has agreed to sell the Collateral to Buyer, and Buyer has agreed to purchase the Collateral from Seller, at a duly noticed private foreclosure sale for a purchase price consisting of assumption by Buyer of the Debtor Indebtedness.

NOW THEREFORE, in consideration of the premises and the assumption by Buyer of the Debtor Indebtedness pursuant to the terms of a Credit and Security Agreement dated February 24, 1997 between Buyer and Seller, the Seller hereby sells, assigns and transfers to Buyer all of its right, title and interest in and to the Collateral and the right, title and interest of Debtor in the Collateral, free and clear of all liens and encumbrances except the prior liens of Solar Communications, Inc. and Heller Financial, Inc. in certain accounts receivable which constitute part of the Collateral.

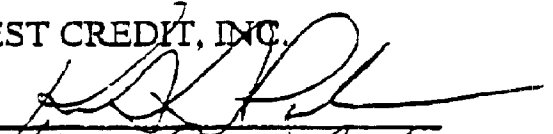
Except as specifically provided herein, the sale of the Collateral to Buyer pursuant to this Bill of Sale is without representations or warranties by Seller of any kind, whether expressed or implied, and Seller hereby expressly disclaims any representation or warranty as to condition, merchantability or fitness for any particular purpose.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed as of the date first above written.

NORWEST CREDIT, INC.

By: _____

Its: _____


Vice President

INVENTORY: All inventory of Debtor, whether now owned or hereafter acquired, whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located;

ACCOUNTS AND OTHER RIGHTS TO PAYMENT: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities, or otherwise arises under any contract or agreement, whether such right to payment is created, generated or earned by Debtor or by some other person who subsequently transfers such person's interest to Debtor, whether such right to payment is or is not already earned by performance and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any property of such account debtor or other obligor; all including but not limited to all present and future accounts, contract rights, loans and obligations receivable, chattel papers, bonds, notes and other debt instruments, tax refunds and rights to payment in the nature of general intangibles;

EQUIPMENT: All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies, and including specifically (without limitation) the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor; and

GENERAL INTANGIBLES: All general intangibles of Debtor whether now owned or hereafter acquired, including (without limitation) all present and future patents, patent applications, copyrights, trademarks, trade names, trade secrets, customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, the right to use Debtor's name, and the goodwill of Debtor's business.

Acknowledgment of Debtor

The undersigned hereby acknowledges and agrees that the foregoing bill of sale effectively transfers any and all right, title and interest of the undersigned in and to Collateral to Buyer, that the private foreclosure sale pursuant to which Seller sold the Collateral to Buyer was conducted in a commercially reasonable manner upon adequate notice to the undersigned, and that the consideration received for the Collateral at such foreclosure sale was adequate and equaled or exceeded the fair market value of the Collateral.

Dated: February 24, 1997

COLLECTOR'S EDGE, L.P.

By Edge Enterprises, Inc.,
General Partner

By: *Mark A. Raymond*
Its: *President*

DN 88216.2 57131 00150
2/24/97 11:45 am

RECORDED: 11/05/1998

TRADEMARK
REEL: 1810 FRAME: 0997