

09-15-1999

TRADEMARK



101146262

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

SEP 9

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
08-20-99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
08-19-99

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

09/13/1999 NTHAI1 00000345 1241073

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001957 FRAME: 0144

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,241,073"/>	<input type="text" value="1,388,243"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Adam S. Weiss



9/08/99

Name of Person Signing

Signature

Date Signed

FORECLOSURE SALE AGREEMENT

THIS FORECLOSURE SALE AGREEMENT (this "Agreement"), dated as of August 5, 1999, is entered into by and among Saddleman, Inc. a Delaware corporation (the "Buyer"), Wells Fargo Bank, National Association, ("Lender"), and Performance Marketing, Inc., a California corporation (the "Borrower").

RECITALS

A. The Borrower's Wolf Automotive Division engages in the business of the manufacture and sale of automotive front end masks (bras), car covers, consoles and other automotive accessories (the "Business") at 12691 Monarch Street and 12700 Pala Drive, Garden Grove, California 92841 ("Leased Premises").

B. Pursuant to that certain Amended & Restated Revolving Loan Agreement dated June 28, 1996 by and between the Borrower and the Lender (as amended or modified from time to time, the "Loan Agreement"), and certain other documents, instruments and agreements executed and/or delivered pursuant thereto or in connection therewith (collectively, the "Related Agreements" and together with the Loan Agreement, the "Lender Loan Documents"), the Lender has made loans to, and made other financial accommodations to or for the benefit of, the Borrower (all such loans and other financial accommodations being herein referred to collectively as the "Loans") and the total outstanding balance due and owing from the Borrower to Lender on the Loans is not less than \$5,100,000. The Loans and all other obligations of the Borrower to the Lender, howsoever created, arising or evidenced (collectively, the "Obligations"), are secured by substantially all of the Borrower's personal property, whether tangible or intangible (the "Encumbered Personal Property Assets").

C. The Lender and the Borrower acknowledge that, as a result of a continuing default by the Borrower under the Lender Loan Documents, the Lender has the right under Section 9-504 of the California Uniform Commercial Code (the "UCC") to sell and transfer to any person or entity for value at a private sale all of the Borrower's right, title and interest in and to any and all of the Encumbered Personal Property Assets.

D. The Borrower is willing to surrender possession to the Lender of the Acquired Assets (as hereinafter defined) for the purpose of effecting a private sale of the Acquired Assets on or before August 31, 1999 (the "Sale").

E. The Acquired Assets, as defined hereunder, threaten to decline speedily in value as a result of the recent deterioration of the Business, including the loss of certain key customer accounts, thereby rendering a public sale impracticable and injurious to the value of the Acquired Assets.

F. The Lender desires to sell to the Buyer, and the Buyer desires to acquire from the

Lender for value at the Sale and on the terms and conditions hereinafter set forth, all of the Borrowers and the Lender's right, title and interest in and to the Acquired Assets.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Buyer, the Lender, and the Borrower agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct, and are incorporated into and form an integral part of this Agreement; provided, however, that the Buyer makes no representation with respect to the Recitals contained in A through E above.

2. Surrender of the Encumbered Personal Property. The Borrower hereby agrees to surrender to the Lender all possession and control of the Acquired Assets prior to the Closing and upon satisfaction of all conditions to the Closing, for the purposes of effectuating the private sale contemplated hereby.

3 Purchase and Sale.

3.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, in consideration of the Cash Purchase Price (as hereinafter defined), at the Closing referred to in Section 5 hereof and pursuant to Section 2 above, Section 9-504 of the UCC and other applicable law, the Borrower shall, surrender possession of the Acquired Assets to the Lender, and the Lender shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all of the Lender's right, title and interest in and to certain Assets of the Borrower (other than the Excluded Assets, as hereinafter defined) including, without limitation, all of the assets of the Business and all of the assets more particularly described on Schedule 3.1 annexed hereto (all of which assets are hereinafter referred to collectively as the "Acquired Assets"), whereupon the Lender's lien and security interest in the Acquired Assets as against the Borrower as debtor, and all other liens and security interests of other secured parties in the Acquired Assets, shall terminate and be discharged immediately.

3.2 Excluded Assets. Notwithstanding the foregoing, the Lender is not selling and the Buyer is not purchasing any of those assets more particularly described on Schedule 3.2 annexed hereto (such assets being referred to hereinafter as the "Excluded Assets").

3.3 Compliance with Section 9-504. It is the express intent of the parties hereto that the Sale contemplated hereby be consummated pursuant to Section 9-504 of the UCC.

3.4 Assumption of Obligations or Liabilities.

(a) Except as specifically provided for in subsection (b) below, the Buyer shall not assume (nor be deemed to have assumed), agree to pay, perform or discharge, or in any manner be or become responsible for any debts, obligations or liabilities of the Borrower

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly respective officers as of the date first above written.

BUYER:

SADDLEMAN, INC., a Delaware corporation

By: Ronald A. Friedman

Name: Ronald A. Friedman

Its: Chairman

BORROWER:

PERFORMANCE MARKETING, INC., a
California corporation

By: _____

Name: Scott R. Dunfrund

Its: Vice Chairman

LENDER:

WELLS FARGO BANK, N.A.

By: _____

Name: Art Brolox

Its: Vice-President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly respective officers as of the date first above written.

BUYER:

SADDLEMAN, INC., a Delaware corporation

By: _____
Name: Ronald A. Friedman
Its: Chairman

BORROWER:

PERFORMANCE MARKETING, INC., a
California corporation

By: Scott R. Dunfrund
Name: Scott R. Dunfrund
Its: Vice Chairman

LENDER:

WELLS FARGO BANK, N.A.

By: _____
Name: Art Brokx
Its: Vice-President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly respective officers as of the date first above written.

BUYER:

SADDLEMAN, INC., a Delaware corporation

By: _____

Name: Ronald A. Friedman

Its: Chairman

BORROWER:

PERFORMANCE MARKETING, INC., a
California corporation

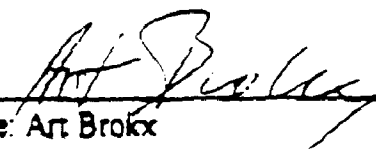
By: _____

Name: Scott R. Dunfrund

Its: Vice Chairman

LENDER:

WELLS FARGO BANK, N.A.

By:  _____

Name: Art Brokx

Its: Vice-President

Intellectual Property

<u>Type</u>	<u>Number</u>	<u>Jurisdiction</u>	<u>Description</u>
Trademark	1,241,073	US	Wolf and Design
Trademark	1,388,243	US	Wolf and Design
Trademark	268,145	Canada	Wolf and Design
Trademark	1,133,490	US	Wolf and Design
Trademark	2,112,863	US	Wolf and Design
Patent	Des. 314,539	US	Automobile armrest
Patent	Des. 374,857	US	Bench seat console
Patent	5,238,284	US	Cargo area cover and load support
Patent	5,620,040	US	Foldable cargo cover
Patent	5,711,568	US	Retractable cargo cover
Patent	Des. 388,050	US	Console insert
Patent	Des. 373,987	US	Floor consoles
Patent	Des. 324,953	US	Article holder for attachment to rear of vehicle seat
Patent	Des. 316,649	US	Automobile rear seat organizer

Pending Applications

<u>Type</u>	<u>Number</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Description</u>
Trademark	871,986	Canada	03/12/1998	Wolf Head Logo
Trademark	75/356,651	US	09/15/1997	Wolf Head Logo
Trademark	872,132	Canada	03/13/1998	Task-Ready
Trademark	75/356,756	US	09/15/1997	Wolf Head Logo
Trademark	75/356,729	US	09/15/1997	Task-Ready
Trademark		US	just mailed	Wolfhead Logo