

11-15-1999



101161668

Documents or copy thereof.

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

- |                                     |                     |                          |                     |
|-------------------------------------|---------------------|--------------------------|---------------------|
| <input type="checkbox"/>            | Individual(s)       | <input type="checkbox"/> | General Partnership |
| <input checked="" type="checkbox"/> | Corporation-State   | <input type="checkbox"/> | Association         |
| <input type="checkbox"/>            | Limited Partnership | <input type="checkbox"/> | Other               |

Additional name(s) of conveying parties attached? Yes  No

MAD 8-6-98

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

ZIPNUT VIRGINIA, INC.  
22455 Davis Drive  
Sterling, Virginia 20165

- |                                     |                     |                          |                     |
|-------------------------------------|---------------------|--------------------------|---------------------|
| <input type="checkbox"/>            | Individual(s)       | <input type="checkbox"/> | General Partnership |
| <input checked="" type="checkbox"/> | Corporation-State   | <input type="checkbox"/> | Association         |
| <input type="checkbox"/>            | Limited Partnership | <input type="checkbox"/> | Other               |

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
Yes  No  (Designation must be a separate document from Assignment) **PREVIOUSLY RECORDED**

Additional name(s) of conveying parties attached? Yes  No

3. Nature of conveyance:

- |                                     |                                     |                          |                |
|-------------------------------------|-------------------------------------|--------------------------|----------------|
| <input checked="" type="checkbox"/> | Assignment                          | <input type="checkbox"/> | Merger         |
| <input checked="" type="checkbox"/> | Security Agreement                  | <input type="checkbox"/> | Change of Name |
| <input checked="" type="checkbox"/> | Other: <u>Document ID#100789588</u> |                          |                |

Execution Date: June 2, 1995

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

A. Trademark application No.(s):

B. Trademark registration No.(s): 1,831,886; 1,772,776; 1,790,112; 1,786,461

C. Additional numbers attached? Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
STAAS & HALSEY, 700 Eleventh Street, N.W., Suite 500, Washington, D.C. 20001

6. Total number of applications and patents involved: 4

Docket Nos. 1029.2001

7. Total fee (37 CFR 3.41)..... \$160.00 (Previously submitted)

115E

8. Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account)

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.

James D. Halsey, Jr. - Registration No. 22,729  
Name of Person Signing

November 30, 1998  
Date

Signature  
Total number of pages comprising cover sheet: \_\_\_\_\_

DO NOT USE THIS SPACE

BILL OF SALE

THIS BILL OF SALE made as of May 31, 1995, by and among the DEBENTURE HOLDERS LISTED ON EXHIBIT A ATTACHED HERETO (the "Seller") by and through their attorney-in-fact, H. S. Hulme, Jr., ZIPNUT VIRGINIA, INC., a Virginia corporation (the "Purchaser") and ZIPNUT, INC., a Nevada corporation ("Zipnut"), provides:

RECITALS:

R-1. Pursuant to Sections 6 and 7 of the Security Agreement ("Security Agreement") dated as of February 1, 1994, from Zipnut to the Seller, Zipnut granted the Seller a security interest in and to, among other assets, the assets listed on Exhibit B attached hereto (the "Zipnut Assets").

R-2. Zipnut has defaulted under the terms of the Security Agreement thereby entitling Seller to exercise its remedies thereunder, including the right and power to sell the Zipnut Assets at public sale.

R-3. On April 26, 1995, Stephen S. Mitchell, Judge, United States Bankruptcy Court for the Eastern District of Virginia, entered an Order in the matter styled In re: Zipnut, Inc. (Case No. 95-10504-AM) authorizing (with Zipnut's written consent) the right of the Seller to pursue its remedies under the Security Agreement and granting the Seller relief from the "Automatic Stay" in Zipnut's bankruptcy proceedings (hereinafter the "Lift Stay Order" which is attached hereto and incorporated herein by this reference as Exhibit C).

R-4. On May 9, 1995 pursuant to Section 7 of the Security Agreement and pursuant to Section 8.9-504 of the Uniform Commercial Code as adopted and in effect in the Commonwealth of Virginia on that date, Seller mailed by certified mail return receipt requested formal written notice to Zipnut, a copy of such notice, together with evidence of receipt by Zipnut, is attached hereto and incorporated herein by this reference as Exhibit D (the "Notice of Sale"), notifying Zipnut that Seller would sell and convey the Zipnut Assets at public sale on May 23, 1995.

R-5. Seller and Purchaser have entered into a Contract for Purchase of Personal Property dated as of May 23, 1995 (the "Contract") whereby the Seller evidenced its intent to sell and the Purchaser evidenced its intent to acquire the Zipnut Assets pursuant to the terms and conditions of the Contract.

NOW, THEREFORE, in consideration of the purchase price specified in the Contract, receipt of which is hereby acknowledged by the Seller, and the mutual promises and covenants herein contained and intending to be legally bound hereby Seller does bargain, sell, grant and convey unto the Purchaser all of

Seller's right, title and interest created by the power of sale granted to Seller pursuant to the Security Agreement in and to the Zipnut Assets.

All third parties may rely on this Bill of Sale as prima facie evidence of the vesting of full right, title and interest in and to the Zipnut Assets in the Purchaser, including, but not limited to, the absolute and unconditional assignment of all of Zipnut's right, title and interest in and to Zipnut's license (the "License") in the patents and patent applications listed in Section B of Exhibit B and in and to Zipnut's ownership of the trademarks listed in Section C of Exhibit B (the "Trademarks"). SPECIFICALLY, THE UNITED STATES PATENT AND TRADEMARK OFFICE AND ALL FOREIGN PATENT AND TRADEMARK REGISTRARS MAY RELY ON THIS BILL OF SALE AS AN ASSIGNMENT IN GROSS OF THE LICENSE AND THE TRADEMARKS FROM THE SELLER AND ZIPNUT TO THE PURCHASER. The Seller and Zipnut agree to provide such further assurances of title as the Purchaser or a third party may deem necessary or beneficial with respect to the Zipnut Assets.

Except to the extent that the Seller warrants the validity and accuracy of the Notice and the Lift Stay Order, no warranty is made by Seller as to its title to or the condition of the Zipnut Assets. Purchaser has had the opportunity to complete an inspection and evaluation of the title to the Zipnut Assets and the condition of the Zipnut Assets. Purchaser has made certain inspections, evaluations and inquiries concerning the Zipnut Assets and the legal title and condition of the Zipnut Assets as Purchaser deems reasonably necessary or appropriate.

Seller and Purchaser represent and warrant each to the other that the provisions, terms and conditions of the Contract have either been fully satisfied or waived as of the date hereof and that the Contract shall not survive the delivery of this Bill of Sale and shall merge with this Bill of Sale.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of May 31, 1995.

SELLER:

DEBENTURE HOLDERS

By: H. S. Hulme, Jr. (SEAL)  
H. S. Hulme, Jr.  
Attorney-in-Fact for the  
Debenture Holders

[Signatures continued on next page.]

PURCHASER:

ZIPNUT VIRGINIA, INC., a Virginia corporation

By: [Signature] (SEAL)  
Name:  
Title:

Seen and acknowledged as to the transfer of title to the Zipnut Assets.

ZIPNUT, INC., a Nevada corporation

By: [Signature] (SEAL)  
John T. Schell, III  
President

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF [Signature], TO WIT:

I HEREBY CERTIFY, that on this 2nd day of June, 1995, before me, the undersigned Notary Public of said Commonwealth, personally appeared H. S. HULME, JR., who acknowledged himself to be the Attorney-in-Fact for the Debenture Holders, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Attorney-in-Fact for the Debenture Holders by signing the name of the Debenture Holders by himself as Attorney-in-Fact.

WITNESS my hand and Notarial Seal.


[Signature]  
Notary Public

My Commission Expires May 31, 1997

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF King, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of June, 1995, before me, the undersigned Notary Public of said Commonwealth, personally appeared H. S. HOLME SR, who acknowledged herself/himself to be the PRESIDENT of ZIPNUT VIRGINIA, INC., a Virginia corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained as the duly authorized PRESIDENT of said corporation by signing the name of the corporation by ~~herself~~ himself as PRESIDENT.

WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: May 31, 1997

STATE/Commonwealth of Virginia,  
CITY/COUNTY OF King, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of June, 1995, before me, the undersigned Notary Public of said State/Commonwealth, personally appeared JOHN T. SCHELL, III, who acknowledged himself to be the President of ZIPNUT, INC., a Nevada corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized President of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: May 31, 1997

C:\DOC\1\RRN\Zipnut.BOS\pmm  
(05/31/95 10:52am)

EXHIBITS

Exhibit A            List of Debenture Holders  
Exhibit B            List of Zipnut Assets  
Exhibit C            Lift Stay Order  
Exhibit D            Notice of Sale

EXHIBIT B  
LIST OF ZIPNUT ASSETS

- A. Security deposits with public utilities, telephone companies, landlords, and others.
1. Virginia Power - \$900.00
  2. Advent Realty Fund - \$3,610.00
- B. License in Patents and Patent Applications.
1. Brazil Patent Application filed December 15, 1994
  2. China Patent Application No. 94190197.1
  3. European Patent Application filed December 9, 1994
  4. Foreign Patent under the Patent Convention Treaty
  5. International Application No. PCT/US94/04024
  6. Japan Patent Application filed December 16, 1994
  7. Korean Patent Application No. 036061/1994
  8. Mexico Patent Application 94 2749
  9. Russian Patent Application filed January 12, 1995
  10. Taiwan Patent Application 8103391
  11. United States Patent Application Serial No. 7/788,582
  12. United States Patent Application Serial No. 08/284,135
  13. United States Patent Application Serial No. 08/134,488
  14. United States Patent No. 4,378,187 issued March 29, 1983
  15. United States Patent No. 5,324,150 issued June 28, 1994
  16. United States Patent No. 5,378,100 issued January 3, 1995
- C. Trademarks.
1. United States Trademark Registration No. 1831886
  2. United States Trademark Registration No. 1772776

3. United States Trademark Registration No. 1790112
  4. United States Trademark Registration No. 1786461
- D. Office equipment, furnishings, and supplies.
1. 1 CompuAdd 486 computer w/monitor
  2. 2 CompuAdd 386 computers w/monitors
  3. 1 ADC 486-66 computer w/monitor
  4. 1 Hewlett Packard LaserJet III
  5. 1 Houston DMP Plotter
  6. Miscellaneous software
- E. Machinery, fixtures, equipment, and supplies used in business.
1. 1 Mazak Super Quick Turn CNC
  2. 1 Production Bandsaw
  3. Miscellaneous saws, grinders, compressors, vices, drill press
- F. Inventory at location.

**DISCLOSURES REGARDING OWNERSHIP OF THE  
"ZIPNUT TECHNOLOGY" AND THE LICENSE THEREIN**

Robert Fullerton, a resident of Nevada, is listed as the inventor of United States Patent Nos. 4,378,187, 5,324,150 and 5,378,100 (the "Zipnut Patents"). On February 21, 1992, Judge Stone of the 2nd Judicial District Court of Nevada ruled that Mr. Fullerton had granted a license to Zipnut, Inc. to make, sell and use the existing and future "Zipnut" technology including the Zipnut Patents (the "Zipnut Technology"). Judge Stone's order contained only one term of the license: that Zipnut pay Mr. Fullerton royalties equal to five percent (5%) of gross receipts of sales of Zipnut Technology. Judge Stone asked the parties to negotiate and memorialize a license agreement which Zipnut and Mr. Fullerton would then sign under the Court's supervision. Zipnut and Mr. Fullerton never reached agreement on the terms and, accordingly, there is no written license agreement between Mr. Fullerton and Zipnut.