

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



01-13-2000

U.S. Patent & TMO/c/TM Mail Rpt Dt. #22

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

02-08-2000



101261965

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02/03/97

Name

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 Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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.)

02/08/2000 DNGUYEN 00000041 152969

FOR OFFICE USE ONLY

01 FC:461
02 FC:462

40.00 DP
275.00 DP

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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: 002017 FRAME: 0755

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)

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<input type="text" value="1530804"/>	<input type="text" value="1551495"/>	<input type="text" value="1570354"/>
<input type="text" value="1561535"/>	<input type="text" value="1971969"/>	<input type="text" value="1530321"/>

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.

Oscar L. Alcantara

Name of Person Signing

Signature

1/4/2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

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Registration Number(s)

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BILL OF SALE
[All Other Property]

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Circle Fine Art Corporation of Illinois ("Seller"), an Illinois corporation and debtor-in-possession in Case No. 96 B 3334 in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Case"), for itself and on behalf of its bankruptcy estate, hereby sells, transfers, conveys, delivers, assigns and sets over to Standard Chartered Bank, its successors and assigns ("Grantee") all of its right, title and interest in and to all tangible and intangible personal property owned by Seller or used in connection with the operation of its business, including, without limitation, all goods, accounts, instruments, documents, notes, claims, choses in action, contract rights, general intangibles (including, without limitation, goodwill, tax refunds, copyrights, trademarks, trademark applications, trade styles, trade names, patents and patent applications), securities (other than stock in its subsidiaries), chattel paper, credits, license agreements, goods held for investment purposes, leases (with respect to both real and personal property), demands, security deposits, bank accounts, furniture, fixtures, tools, dies, molds, jigs, blueprints, customer lists, motor vehicles, inventory, machinery and equipment and the proceeds (including any insurance proceeds), products and accessions of and to any of the foregoing, and all books and records pertaining to all of the foregoing, excluding, however, any and all inventory, machinery, equipment and other personal property of Seller transferred to Grantee pursuant to certain separate bills of sale each dated as of June 14, 1996. To the best of Seller's knowledge after due inquiry, the personal property conveyed hereby is owned by Seller free and clear of all liens, claims, encumbrances and security interests other than such liens and security interests in favor of Grantee.

Notwithstanding the foregoing, for so long as the Case is pending, this Bill of Sale shall not be effective to transfer to Grantee the rights of Seller in and to any "executory contract" within the meaning of Section 365 of the United States Bankruptcy Code, unless and until so ordered by the court in the Case.

Nothing contained herein shall operate so as to waive, modify or impair any covenants, agreements, representations or warranties of Seller in favor of Grantee under any other document or instrument, all of which shall survive the execution and delivery of this instrument. The interests of Grantee in and to the personal property conveyed hereby shall not merge with the interests of Grantee under any of its loan documents with Seller.

This Bill of Sale shall not be effective until transfer of the property is, at any time and from time to time, accepted in writing by Grantee pursuant to the form of the acceptance attached hereto as Exhibit 1, and in that event, shall be effective only as to the property described as being accepted at such time or times as reflected in the schedules attached hereto.

IN WITNESS WHEREOF, Seller hereto has caused this Bill of Sale to be executed as of this 14~~th~~ day of June, 1996.

CIRCLE FINE ART CORPORATION OF
ILLINOIS, debtor and debtor in possession, for itself
and on behalf of its bankruptcy estate

By [Signature]
Its OFFICER

The undersigned grantee hereby agrees that, in the event of breach by Seller of its representations contained in such Bill of Sale, it shall not assert liability personally against the individual making such representations on behalf of Seller except in the case of fraud.


STANDARD CHARTERED BANK

By [Signature]
Its CREDIT SERVICES OFFICER

ACCEPTANCE

This Acceptance is executed by Standard Chartered Bank pursuant to a certain Bill of Sale dated as of June 14, 1996, which was executed by Circle Fine Art Corporation of Illinois in favor of Standard Chartered Bank, its successors and assigns. This Acceptance pertains solely to the property described on Exhibit A hereto as amended from time to time. In the event that the property described on Exhibit A hereto includes any "executory contract" within the meaning of Section 365 of the United States Bankruptcy Code, this Acceptance shall not be effective until so ordered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, in case number 96 B 3334.

STANDARD CHARTERED BANK

By 
Its SPECIAL ASSETS MANAGER

**EXHIBIT A TO:
BILL OF SALE [All Other Property]**

1. All right, title and interest of Circle Fine Art Corporation of Illinois ("Seller") in and to all tangible and intangible personal property owned by Seller or used in connection with the operation of its business, including, without limitation, all goods, accounts, instruments, documents, notes, claims, choses in action, contract rights, general intangibles (including, without limitation, goodwill, tax refunds, copyrights, trademarks, trademark applications, trade styles, trade names, patents and patent applications), securities (other than stock in its subsidiaries), chattel paper, credits, license agreements, goods held for investment purposes, leases (with respect to both real and personal property), demands, security deposits, bank accounts, furniture, fixtures, tools, dies, molds, jigs, blueprints, customer lists, motor vehicles, inventory, machinery and equipment and the proceeds (including any insurance proceeds), products and accessions of and to any of the foregoing, and all books and records pertaining to all of the foregoing, excluding, however, any and all inventory, machinery, equipment and other personal property of Seller transferred to Standard Chartered Bank ("SCB") pursuant to certain separate bills of sale each dated as of June 14, 1996.

2. All such finished goods which are coded with "C", "K" or an "S" on that certain "Summary Stock Report" dated May 3, 1996, and attached to that certain Bill of Sale [Designated Inventory] dated June 14, 1996 (the "Designated Inventory Bill of Sale"), executed by Seller in favor of SCB, except for such finished goods which, by agreement with SCB and the relevant alleged consignor, have been transferred by Seller to such alleged consignor, and except for allegedly consigned goods relating to artwork by the following artists: (a) Peter Max, (b) Judith Bledsoe, (c) Marcel Salinas, (d) Renee Gruau, (e) Walter Barrientos and (f) Serge Medjinsky.

3. All jewelry inventory and models.

4. All animation, books, comic art classics, limited editions, photographs, posters and sericels listed under Paragraph 3 of Exhibit "A" attached to the Designated Inventory Bill of Sale.