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

04-11-2000

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

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OPR/FINANCE 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  Change of Name
  - Other  Bill of Sale dated 10/15/99
- Effective Date  
Month Day Year  
10 15 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Petra Holdings I, LLC, a Georgia limited liability company

10 15 99

Formerly Petra Capital, LLC

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

Receiving Party

Mark if additional names of receiving parties attached

Name True McCabe, Inc.

DBA/AKA/TA McCabe & Associates, Inc.

Composed of \_\_\_\_\_

Address (line 1) 9861 Broken Land Parkway

Address (line 2) 4th Floor

Address (line 3) Columbia

Maryland

21046

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

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.)

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02 FC:482

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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

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**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)**

**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.

Richard J. Luebke

March 3, 2000

Name of Person Signing

Signature

Date Signed

## BILL OF SALE

This Bill of Sale dated October 15, 1999 is executed and delivered by Petra Holdings I, LLC, a Georgia limited liability company (the "Seller"), to True McCabe, Inc., a Delaware corporation (the "Buyer"). All capitalized words and terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated October 15, 1999 between the Seller and the Buyer (the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell, transfer, convey, assign and deliver unto Buyer, its successors and assigns, to have and to hold forever, all of the personal property formerly held by True and foreclosed upon by Petra, including but not limited to the following (collectively, the "Assets"):

1. all copyrights in and to all software, whether registered or unregistered, user documentation and other works of authorship of True (including but not limited to registrations, recordings and applications in the United States Copyright Office or in any office or agency of the United States, any state thereof, any other country or political subdivision thereof, or any international body), and applications for copyright registrations, and any renewals, reissues or extensions thereof;

2. all license or use agreements with any party in connection with any copyrights or such other party's work of authorship, whether True is a licensor or licensee under any such license agreement;

3. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country including, without limitation, trademark registration numbers 75/33,341 and 75/333,343;

4. any agreement, material to the business of True, written or oral, providing for the grant to or for True of any right to use any trademark;

5. all patents and other types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, patent numbers 08/963,700 and 08/903,896;

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6. all agreements, material to the business of True, written or oral, providing for the grant to or for True of any right to use any patent;

7. all machinery and equipment, all data processing and office equipment, all computer equipment, hardware, firmware and software, all furniture, fixtures, appliances and all other goods of every type and description, wherever located, together with all parts, accessories and attachments and all replacements thereof and additions thereto;

8. all inventory and goods, whether held for lease, sale or furnishing under contracts of service, all agreements for lease of same and rentals therefrom, wherever located;

9. all rights, interests, choses in action, causes of action, claims and all other intangible property of every kind and nature, including, but not limited to, all corporate business records; all loans, royalties, and other obligations receivable; all trade secrets, inventions, designs, patents, patent applications, registered or unregistered service marks, trade names, trademarks, copyrights and the goodwill associated therewith and incorporated therein, and all registrations and applications for registration related thereto; all goodwill, licenses, permits, franchises, customer lists and credit files; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and other contracts and contract rights; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property and any security agreements related thereto; all rights to indemnification; all proceeds of insurance which True is beneficiary; all letters of credit, guarantees, liens, security interests and other security held by or for True; and all other intangible property, whether or not similar to the foregoing;

10. all accounts, accounts receivable, chattel paper, instruments and documents entered into, wherever located; and

11. to the extent not otherwise included, all proceeds, as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to True with respect to any of the Property, (b) all payments (in any form whatsoever) paid or payable to True in connection with any taking of all or any part of the Property by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of True in respect of the Property, and (d) all other amounts paid or payable or received or receivable under or in connection with the Property.

The Assets to be transferred to Buyer under this Bill of Sale shall not include those properties, assets and other rights described on Schedule 1.4(a) attached to the Agreement (the "Excluded Assets").

Seller hereby covenants and agrees that it will, at the request of Buyer and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such

other instruments of sale, transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, the Buyer, its successors and assigns, good, clear, record and marketable title to the Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Agreement.

Seller does hereby irrevocably constitute and appoint the Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of the Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

This sale, transfer, conveyance and assignment has been executed and delivered by the Seller in accordance with the Agreement.

Seller, by its execution of this Bill of Sale, and the Buyer, by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be duly executed under seal as of and on the date first above written.

PETRA CAPITAL HOLDINGS I, LLC

By: PETRA CAPITAL, LLC, its sole managing member

By: PETRA CAPITAL PARTNERS, LLC, its sole managing member

By: Michael W. Blackburn  
Michael W. Blackburn  
Manager

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
ACCEPTED:

TRUE MCCABE, INC.

\_\_\_\_\_  
By:  
Title:

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be duly executed under seal as of and on the date first above written.

PETRA CAPITAL HOLDINGS I, LLC

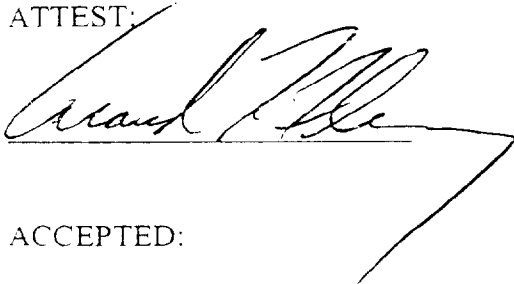
By: PETRA CAPITAL, LLC, its sole managing member

By: PETRA CAPITAL PARTNERS, LLC, its  
sole managing member

By: \_\_\_\_\_  
Michael W. Blackburn  
Manager

[Corporate Seal]

ATTEST:



ACCEPTED:

TRUE MCCABE, INC.



By: Phillip D. Carrai  
Title: President