

May 3/6/00

04-11-2000

FORM PTO-1618A
Expires 08/30/99
OMB 0851-0027



101314966

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

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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Marker International

7/30/99

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Marker International GmbH

DBA/AKA/TA _____

Composed of _____

Address (line 1) Reussenstrasse 6

Address (line 2) 6340 Baar

Address (line 3) Zug

City

Switzerland

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 Switzerland

04/11/2000 DNGUYEN 00000134 2018260

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
250.00 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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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: 002047 FRAME: 0281

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

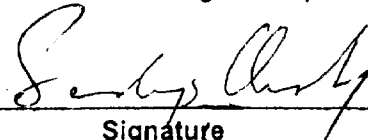
No

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.

Sandeep Qusba

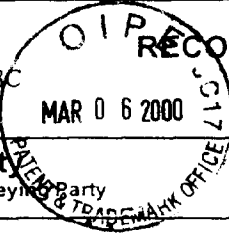
Name of Person Signing



Signature

3/11/00

Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to (i) the Asset Purchase Agreement dated as of July 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement") between Marker International, a Utah Corporation ("Seller"), and Marker International GmbH, a GmbH organized under the laws of Switzerland ("Buyer"), and (ii) the First Amended Joint Chapter 11 Plan of Reorganization of Marker International, DNR USA, Inc. and DNR North America, Inc. confirmed by the Bankruptcy Court on October 27, 1999 (as amended, supplemented or otherwise modified, the "Plan"), and intending to be legally bound hereby, Seller does hereby unconditionally and irrevocably (x) sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, all of Seller's legal, beneficial and other right, title and interest in and to the Property of the Estate, including, without limitation, the Business and assets, properties, rights, privileges, claims and contracts of every kind and nature, tangible and intangible, owned by Seller or used in connection with the Business, and without limiting the generality of the foregoing description, the items described more particularly in Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Purchased Assets") and (y) assign to Buyer and Buyer hereby assumes and agrees to pay, perform, discharge and satisfy when due the Assumed Liabilities described in Schedule 2 attached hereto and incorporated herein by reference, as modified by the Plan and the Restructuring Documents.

Terms used herein and not defined have the meanings assigned to them in the Purchase Agreement. Nothing herein is intended to limit or supersede in any way the representations and warranties of Seller set forth in the Purchase Agreement or any other provision or term of the Purchase Agreement.

Notwithstanding anything to the contrary contained in this Bill of Sale and Assignment and Assumption Agreement, (i) the "Purchased Assets" do not include, and Seller does not hereby sell, convey, assign or transfer to Buyer any of Seller's right, title or interest in or to, the Excluded Assets, which include the items described in Schedule 3 attached hereto and incorporated herein by reference and (ii) the "Assumed Liabilities" do not include, and Buyer does not assume and shall not be liable for, any Excluded Liabilities, including, without limitation, the Excluded Liabilities described in Schedule 4 attached hereto and incorporated herein by reference.

Seller hereby represents and warrants that (i) the Purchased Assets are free and clear of any Encumbrance, except Permitted Encumbrances or Permitted Exceptions and as set forth in the Plan, (ii) except as set forth on Schedule 4.6(a) of the Purchase Agreement, has good and marketable title to the Purchased Assets, and (iii) the Purchased Assets are the assets described in Section 2.1(a) of the Purchase Agreement.

Seller, for itself and its respective successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date

hereof, it will execute and deliver to Buyer such further instruments of sale, conveyance, assignment and transfer, and take such other action, all upon the reasonable request of Buyer, in order more effectively to sell, convey, assign, transfer and deliver all or any portion of the Purchased Assets to Buyer, and to assure and confirm to any other Person the ownership of the Purchased Assets by Buyer, and to permit Buyer to exercise any of the franchises, rights, licenses or privileges intended to be sold conveyed, assigned, transferred and delivered by Seller to Buyer pursuant to this Bill of Sale and Assignment and Assumption Agreement. Nothing herein shall be deemed to limit the Buyer's rights under and pursuant to the Special Power of Attorney granted by Seller to Buyer in connection with the consummation of the transactions contemplated by the Purchase Agreement and the Plan.

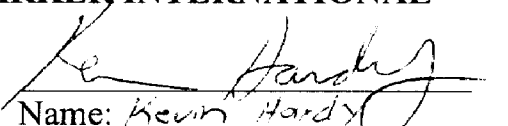
Nothing herein is intended to confer upon any Person other than Buyer any rights or remedies of any nature whatsoever under or by reason of this Bill of Sale and Assignment and Assumption Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment and Assumption Agreement to be executed this 30th day of July, 1999.

MARKER INTERNATIONAL

By:


Name: Kevin Hardy
Title: Chief Financial Officer

ACCEPTED AND AGREED:

MARKER INTERNATIONAL GMBH

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE FOR BILL OF SALE]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment and Assumption Agreement to be executed this 30th day of July, 1999.

MARKER INTERNATIONAL

By: _____
Name:
Title:

ACCEPTED AND AGREED:

MARKER INTERNATIONAL GMBH

By: 
Name: Giancarlo Zanatta
Title: President

By: _____
Name:
Title:

[SIGNATURE PAGE FOR BILL OF SALE]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment and Assumption Agreement to be executed this 30th day of July, 1999.

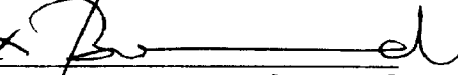
MARKER INTERNATIONAL

By: _____
Name:
Title:

ACCEPTED AND AGREED:

MARKER INTERNATIONAL GMBH

By: _____
Name:
Title:

By: X 
Name: DR. CHRISTOPH BRÖNDELER
Title: MANAGER

[SIGNATURE PAGE FOR BILL OF SALE]

PURCHASED ASSETS

(a) All leasehold interests in Real Property held by Seller.

(b) Other than the Excluded Assets set forth on Schedule 3, all machinery, apparatus, furniture and fixtures, materials, supplies, motor vehicles and other equipment of every type owned or leased by Seller.

(c) All of Seller's Accounts Receivable.

(d) All of Seller's Inventory.

(e) All of Seller's rights and interests arising under or in connection with all Contracts assumed pursuant to the Assumption Order, the Plan and Section 365 of the Bankruptcy Code (collectively, the "Assumed Contracts") and all insurance policies relating to the Business (other than any insurance policy that covers directors and officers of Seller and is identified on Schedule 3) or pursuant to which the Business is a beneficiary (including, without limitation, the insurance policies relating to the Employment Plans, except to the extent such policies are assumed by Marker USA pursuant to Section 6.10 of the Purchase Agreement) and other documents relating to the Business.

(f) Seller's prepaid expenses and deposits (including, but not limited to deposits of the Seller held by utilities or under Assumed Contracts).

(g) Information services systems and software.

(h) All cash and cash equivalents, except to the extent required to make payments or distributions under the Plan as set forth on Schedule 2.1(a)(viii) of the Purchase Agreement.

(i) Sales data, customer lists, information relating to customers, suppliers' names, mailing lists, advertising matters and internet addresses, and all rights thereto relating to the Business.

(j) All of Seller's Intangible Property, and corporate and trade names (including, without limitation, the name "Marker") and all rights therein and all Marks in any location in the United States or in any foreign country and all goodwill associated with the Business; all of Seller's books and records relating to the Business and employees; transferable Permits; unemployment compensation, workers' compensation and other credits, reserves or deposits with applicable Governmental Entities relating to Seller's employees who become employees of Buyer; all orders, backlog, outstanding proposals, manufacturing standards and procedures and customer lists.

(k) All causes of action (whether or not asserted as of the Closing Date) relating to the Purchased Assets or the Business or Seller's operations or any of the foregoing, including, without limitation, all causes of action arising under Sections 510, 544 through 546, 548 through 550 and 553 of the Bankruptcy Code or under similar state

laws and all other causes of action of a trustee and a debtor-in-possession under the Bankruptcy Code.

(1) All Equity Securities legally or beneficially owned by Seller, including, without limitation, all Equity Securities of the Subsidiaries as more particularly set forth below:

1. 100% of issued and authorized common stock of Marker Ltd.
2. 100% of issued and authorized common stock of Marker USA.
3. 100% of issued and authorized capital stock of Marker Deutschland GmbH.
4. 100% of issued and authorized capital stock of Marker Japan Co., Ltd.
5. 100% of issued and authorized capital stock of Marker Austria GmbH.
6. 33% of issued and authorized Class "A" shares of capital stock Marker Canada Ltd.
7. 100% of issued and authorized capital stock of DNR Japan Co., Ltd.
8. 100% of issued and authorized capital stock of Marker AG.

ASSUMED LIABILITIES

<u>Description of Claim</u>	<u>Class</u>
<u>Secured Claims</u>	
First Security Bank (as servicing agent)	1 st Mortgage
First Security Bank	Revolving Credit Line
HypoVereinsbank, Deutsche Bank	Guarantee of Marker Germany Credit Lines
<u>Unsecured Claims</u>	
Henry E. Tauber	Series B Preferred Stock
HypoVereinsbank	Term Loan
Isomura Sangyo Kaisha Ltd	Series A Bonds
Manufactureres & Traders Trust Company	Foreign Exchange Contracts
Key Bank	Foreign Exchange Contracts
Piero Ruffinengo	Litigation/Unpaid Wages/Serverance
Marker Deutschland GmbH	Intercompany Charges
Marker Japan Co.	Intercompany Charges
Marker USA	Intercompany Charges
Kevin Hardy	Retention Payment
Stacy Schuman	Retention Payment
D. Peter Hochberg	Legal Fees
Hancock, Rothert, and Bunschoft	Legal Fees
John's Backhoe Service	Snow Removal
Henry E. Tauber	Director Expenses
Graham S. Anderson	Director Expenses
Automatic Data Processing	Payroll Fee
Transworld Media	Advertising-DNR North America
NHS, Inc.	DNR North America Trade Payable
Inook	DNR North America Trade Payable
Consolidated Freightways	DNR North America Trade Payable
Hoodoo Ski Area	DNR North America Trade Payable
CT Corporation System	DNR North America Trade Payable
Delaware Secretary of State	DNR North America Trade Payable
Utah Power & Light	DNR USA Trade Payable
James & Kristi O'Connor	Fraud Claims against Marker, and direct and derivative claims against Marker's officers and directors
<u>Product Liability Claims – Unsecured Claim/ Covered by Insurance</u>	
Heather Bolland	Product Liability Claim
Ellen Busch	Product Liability Claim
Felix Carbarte	Product Liability Claim
Brett D'Auguste	Product Liability Claim
DaWeel George	Product Liability Claim
Gary Howatineck	Product Liability Claim
John Landino	Product Liability Claim
Linda Maglia	Product Liability Claim
David Shaw	Product Liability Claim
Nancy Worthington	Product Liability Claim

<u>Proof of Claims Filed – Undisputed</u>	<u>Decription of Claim</u>	<u>Status</u>	<u>Class</u>
James & Kristi O'Connor	Fraud claims against Marker, and direct and derivative claims against Marker's officers and directors		Marker Class 9
Interwest Rastar	Trade Payable – Marker USA	Unsecured Claim, Notice of Withdrawal of Claim Field	
Giraffics, Inc. dba DataPad	Trade Payable – Marker USA	Unsecured Claim, Notice of Withdrawal of Claim Field	
Geochron Enterprises	Filed in error. None of the Marker entities have a payable to this vendor.	Secured Claim, Notice of Withdrawal of Claim Field	
Chesney and Murphy LLP	Trade Payable – Marker USA	Unsecured Claim, Notice of Withdrawal of Claim Field	
Norwest Bank (3 separate claims)	Equity Claim	Claim Objection Pending	
Department of the Treasury – IRS	Corporate Income Taxes. The entire claim amount is in dispute.	Claim withdrawn pursuant to confirmation order but will be paid to the IRS if and when due per confirmation order.	

EXCLUDED ASSETS

(a) The Equity Consideration delivered to Seller pursuant to the Purchase Agreement, any rights of Seller under the Purchase Agreement and any instrument or document executed by Seller in connection with transactions contemplated thereby.

(b) Seller's articles of incorporation, corporate seals, minute books, stock books and other corporate records having to do with the corporate organization and capitalization of Seller and all income tax records and nontransferable Permits (if any).

(c) Any shares of the capital stock of Seller held as treasury shares.

(d) The items set forth below:

1. 2 Toshiba Personal Computers
2. 3 HP Laserjet 6P
3. 7 Filing Cabinets
4. 3 Desks, 9 Chairs
5. 1 IBM PC with Micron Monitor
6. 3 Sharp Calculators
7. Access to AS400 Mainframe
8. Access to Assist Accounting Software
9. 1 Canon Laser Class 7000 Fax Machine (owned)
10. 1 Xerox Copier (owned)
11. 1 Amvault Safe
12. All Marker International Books & Records
13. 1 IBM Selectric Typewriter
14. Directors & Officers Policy with Carolina Casualty
15. Directors & Officers Policy with TIG Insurance Co.
16. Directors & Officers Policy with American Dynasty

(e) Cash in the amount of \$125,000.00

EXCLUDED LIABILITIES

(a) Buyer, shall not assume, take subject to, shall not be liable for and shall not perform, discharge or pay (x) any liabilities or obligations of Seller that are discharged pursuant to Section 1141(d)(1) of the Bankruptcy Code or any Order of the Bankruptcy Court (including, without limitation, the Confirmation Order), (y) any liabilities or obligations of Seller the collection of which has been permanently enjoined by an Order of the Bankruptcy Court or by any applicable provision of the Bankruptcy Code (including, without limitation, Section 524 of the Bankruptcy Code) and (z) the following liabilities and obligations of Seller (collectively, the "Excluded Liabilities"):

- (1) All fees and expenses of Seller incurred in connection with the Purchase Agreement, the Operating Agreement, any other Transaction Document (as defined in the Plan), the Plan, the Confirmation Order and the transactions contemplated hereby and thereby.
- (2) All fees and expenses, if any, of Seller in connection with the dissolution and liquidation of Seller and withdrawal from business by Seller.
- (3) Any liabilities or obligations of Seller incurred, arising from or out of or in connection with the Purchase Agreement, the Operating Agreement, any other Transaction Document, the Plan, the Confirmation Order or any other agreement, document, instrument, certificate or report executed by Seller from time to time in connection herewith or therewith.
- (4) Any liabilities or obligations of Seller incurred, arising from or out of or in connection with Seller's default in the performance of or compliance with any provision of any judgment, order, writ, injunction or decree, including, without limitation, the Confirmation Order.
- (5) liabilities or obligations incurred, arising from or out of, in connection with or as a result of Seller's operations (including liabilities, obligations or claims relating to or arising under any environmental Law), the condition of its assets or places of business, its ownership or control of the Purchased Assets, or the issuance, sale, repayment or repurchase of any of its Equity Securities, in each case whether before or after the Closing Date.
- (6) Any liabilities or obligations incurred, arising from or out of, in connection with or as a result of claims made by or against Seller

(including any claims of existing or former employees) whether before or after the Closing Date, that arise out of events prior to the Closing Date.

- (7) Any liabilities or obligations (to the extent not covered by insurance or any deductible therefor under any insurance policy) incurred, arising from or out of, in connection with or as a result of any alleged or actual defect in any product or in connection with any alleged or actual breach of warranty (whether express or implied) in relation to any product sold, manufactured, designed or marketed by Seller whether before or after the Closing Date.
- (8) Subject to the provisions of Article X of the Purchase Agreement, any liabilities or obligations (whether assessed or unassessed) of Seller for any Taxes, including any Taxes arising by reason of the transactions contemplated by the Purchase Agreement and the Plan, as of, or for any taxable period (or portion thereof) ending on or prior to, the Closing Date (or ending after the Closing Date to the extent allocable to the portion of such period ending on the Closing Date).
- (9) Any liabilities or obligations to stockholders or former stockholders of Seller in their capacity as stockholder or former stockholder.
- (10) Any liabilities or obligations of Seller incurred, arising from or out of, in connection with or as a result of claims made against Seller in connection with Seller's violation of any Law relating to employment and labor matters, including, without limitation, the provisions of Title VII or the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination), 42 U.S.C. §§ 621-634 (the Age Discrimination in Employment Act), 29 U.S.C. § 206 (equal pay), Executive Order 11246 (race, color, religion, sex and national origin discrimination), Executive Order 11141 (age discrimination), § 503 of the Rehabilitation Act of 1973 (handicap discrimination), 42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act), 29 U.S.C. 2001-2654 (Family and Medical Leave Act), 29 U.S.C. §§ 651-678 (occupational safety and health) and requirements relating to the documentation of the nationality of employees.

Nothing herein shall be deemed to modify or limit the terms of the Confirmation Order.