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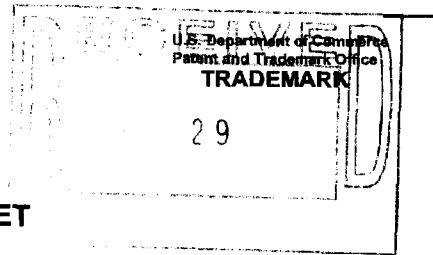
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-21-2000



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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

Name

Execution Date
Month Day Year

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

FOR OFFICE USE ONLY

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(40.00 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: 002056 FRAME: 0723

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="1416431"/>	<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"/>	<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:

#

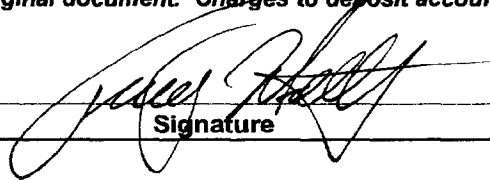
Authorization to charge additional fees:

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.

Timothy J. Feathers
Name of Person Signing



Signature

3/23/2000
Date Signed

W. J. ...

A

BILL OF SALE
(Other Purchased Assets)

This Bill of Sale ("Bill of Sale") is executed as of December __, 1999 (the "Effective Date"), by Conance Limited, a private limited company organized under the laws of the United Kingdom ("Seller"), whose address is Hatherly House, 15-17 Wood Street, Barnet, England, to convey to P-R Enterprises, Inc. ("Purchaser"), whose address is 5001 Crestwood, Waco, TX 76710, the assets described below:

RECITALS

A. Seller is a secured party with a security interest in certain personal property of Trimrite, Inc., a Texas corporation ("Debtor"), whose address is 215 Lemmuel Drive, Weatherford, Parker County, Texas 76086, USA, and, pursuant to its rights under Section 9.504 of the Texas Business and Commerce Code, Seller is selling some or all of such personal property to Purchaser by means of a private sale.

B. Purchaser has offered to buy from Seller, and Seller has agreed to sell to Buyer, certain assets described in the Asset Purchase Agreement dated as of December 16, 1999 as the "Other Purchased Assets" and being more particularly described as all general intangibles of Debtor of every kind and description, including, without limitation, trade names and trademarks, and the goodwill of the business symbolized thereby, patents, copyrights, licenses; these general intangibles include any federally or state registered rights in or to the name "Trim Rite," (including registered names and registration numbers identified on Schedule 1 attached hereto) and any rights to the telephone number: 1-800-553-2110 (collectively, the "Other Purchased Assets")

C. In order to effectuate the sale and purchase of such personal property, Seller is executing and delivering this Bill of Sale.

TERMS AND CONDITIONS

NOW, THEREFORE in consideration of the premises, the payment by Purchaser to Seller of the Purchase Price, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Seller hereby agrees as follows:

1. Conveyance of Purchased Inventory and Equipment. Subject to Section 2 below, Seller hereby SELLS, CONVEYS, TRANSFERS, ASSIGNS AND DELIVERS unto Purchaser and its successors and assigns, forever, the Other Purchased Assets.
2. Seller's Warranties and Disclaimers. Seller warrants that, to Seller's knowledge, pursuant to Section 9.504(d) of the Texas Business and Commerce Code, it has legal possession of the Other Purchased Assets and hereby delivers title to Purchaser free and clear of any and all

A

liens, security agreements and encumbrances. **SELLER IS SELLING AND PURCHASER IS PURCHASING THE OTHER PURCHASED ASSETS ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY OF ANY KIND. SELLER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. Governing Law. This Bill of Sale shall be governed and construed according to the laws of the State of Texas.

4. Successors and Assigns. This Bill of Sale shall bind Seller and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

5. Purchaser's Representations and Warranties. Purchaser represents that it, he, or she has no personal knowledge of any defects of sale, is not purchasing in collusion with any party, and is acting in good faith in purchasing the Purchased Inventory and Equipment.

6. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Bill of Sale were inserted for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized representative as of the Effective Date.

SELLER:

Conance Limited

By: 

Name: FRANK S. SPACK 

Title: DIRECTOR DIRECTOR

PURCHASER:

P-R Enterprises, Inc.

By: 

Name: JACK N. PECK

B

BILL OF SALE
(Inventory and Equipment)

This Bill of Sale ("Bill of Sale") is executed as of December 16, 1999 (the "Effective Date"), by Conance Limited, a private limited company organized under the laws of the United Kingdom ("Seller"), whose address is Hatherly House, 15-17 Wood Street, Barnet, England, to convey to P-R Enterprises, Inc. ("Purchaser"), whose address is 5001 Crestwood, Waco, TX 76710, the assets described below:

RECITALS

A. Seller is a secured party with a security interest in certain personal property of Trimrite, Inc., a Texas corporation ("Debtor"), whose address is 215 Lemmuel Drive, Weatherford, Parker County, Texas 76086, USA, and, pursuant to its rights under Section 9.504 of the Texas Business and Commerce Code, Seller is selling some or all of such personal property to Purchaser by means of a private sale.

B. Purchaser has offered to buy from Seller, and Seller has agreed to sell to Buyer, the "Inventory" and "Equipment" described in the Asset Purchase Agreement dated as of December 16, 1999 and as more particularly described on Schedule 1 (Inventory) and Schedule 2 (Equipment) attached hereto and incorporated herein by reference (collectively, the "Purchased Inventory and Equipment").

C. In order to effectuate the sale and purchase of such personal property, Seller is executing and delivering this Bill of Sale.

TERMS AND CONDITIONS

NOW, THEREFORE in consideration of the premises, the payment by Purchaser to Seller of the Purchase Price, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Seller hereby agrees as follows:

1. Conveyance of Purchased Inventory and Equipment. Subject to Section 2 below, Seller hereby SELLS, CONVEYS, TRANSFERS, ASSIGNS AND DELIVERS unto Purchaser and its successors and assigns, forever, the Purchased Inventory and Equipment.
2. Seller's Warranties and Disclaimers. Seller warrants that, to Seller's knowledge, pursuant to Section 9.504(d) of the Texas Business and Commerce Code, it has legal possession of the Purchased Inventory and Equipment and hereby delivers title to Purchaser free and clear of any and all liens, security agreements and encumbrances. **SELLER IS SELLING AND PURCHASER IS PURCHASING THE PURCHASED INVENTORY AND EQUIPMENT ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY**

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OF ANY KIND. SELLER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 3. Governing Law. This Bill of Sale shall be governed and construed according to the laws of the State of Texas.
- 4. Successors and Assigns. This Bill of Sale shall bind Seller and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.
- 5. Purchaser's Representations and Warranties. Purchaser represents that it, he, or she has no personal knowledge of any defects of sale, is not purchasing in collusion with any party, and is acting in good faith in purchasing the Purchased Inventory and Equipment.
- 6. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Bill of Sale were inserted for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized representative as of the Effective Date.

SELLER:

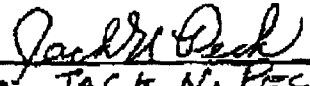
Conance Limited

By: 

Name: ~~Spencer Sattler~~ SPENCER SATTLER
Title: ~~Director~~ DIRECTOR

PURCHASER:

P-R Enterprises, Inc.

By:  12/28/99
Name: JACK N. PECK
Title: PRESIDENT

A