

03-27-2000
U.S. Patent & TMO/TM Mail Rpt Dt. #61

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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 #

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Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
 01 05 98

ARD 3-27-00

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 01 05 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

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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

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04/21/2000 DCDATES 00100197 1847709
01 FC:481 40.00 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

I certify that the foregoing is being deposited with the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on March 24, 2000. Anne Mulhall 3/24/00
Anne Mulhall 3/24/00

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)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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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

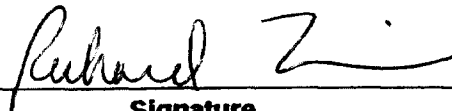
No

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 D. Zimmerman

Name of Person Signing



Signature

March 24, 2000

Date Signed

CERTIFICATE OF MAILING

I certify that the foregoing is being deposited with the United States Postal Service as first class mail, postage paid in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystall Drive, Arlington, VA 22202-3513, on March 24, 2000.

Anne Mulhall 3/24/00
Anne Mulhall 3/24/00

BILL OF SALE AND ASSIGNMENT OF ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS, made, executed and delivered the 5th day of January, 1998, by THOMPSON PAPER BOX CO., INC., a Massachusetts corporation ("Seller"), to THOMPSON PRODUCTS, INC., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is a party to the Asset Purchase Agreement dated as of November 24, 1997, by and among Seller, Buyer, Glenn Thompson, Mark A. Thompson, Frederick L. Weingeroff and Gregg Weingeroff (the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement provides for, among other things, the transfer and sale to Buyer of substantially all of the Acquired Assets of Seller, all as more fully described in the Asset Purchase Agreement, for consideration in the amount and on the terms and conditions provided in the Asset Purchase Agreement; and

WHEREAS, the parties desire to carry out the intent and purpose of the Asset Purchase Agreement by Seller's execution and delivery to Buyer, in addition to such other instruments as Buyer shall have otherwise received or may hereafter reasonably request in accordance with the Asset Purchase Agreement, of this instrument evidencing the transfer to and vesting in Buyer of all of Seller's right, title and interest in and to the Acquired Assets;

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Seller paid by Buyer, at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged by Seller, the parties agree as follows:

Section 1. Conveyance. Seller hereby conveys, grants, bargains, sells, transfers, sets over, and assigns to Buyer, its successors and assigns forever, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all liens, restrictions, encumbrances and other claims of any nature whatsoever.

Section 2. Further Assurances. Seller and Buyer each shall execute such documents and other papers and take, or cause to be taken, such further action as may be reasonably required to carry out the provisions hereof and to consummate and make effective the transactions contemplated hereby.

Section 3. Buyer's Benefit. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Buyer, its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

Section 4. Effectiveness. This instrument is executed by and shall be binding upon Seller, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to Buyer.

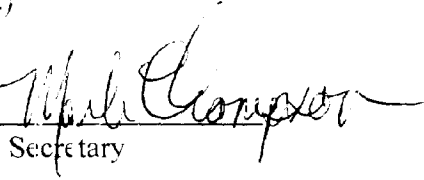
Section 5. Definitions. Terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by its duly authorized officer and its corporate seal to be affixed hereto, all on the date and year first above written.

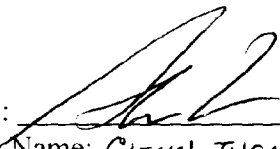
THOMPSON PAPER BOX CO., INC.

(SEAL)

Attest:

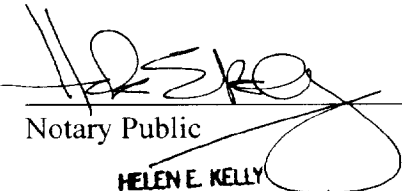

Secretary

By:


Name: GLENN THOMPSON
Title: PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 30 of December 1997, before me personally came GLENN THOMPSON to me known, who, being by me duly sworn, did depose and say that he is PRESIDENT of Thompson Paper Box Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public
HELEN E. KELLY
Notary Public, State of New York
No. 5005276
Qualified in Suffolk County
Commission Expires Dec. 7, 1998