

MPO RECC
4-17-00

05-08-2000

HEET



101348771

To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies):

Finova Capital Corp

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Porta-Fab Corporation.

Internal Address: _____

Street Address: 18080 Chesterfield Airport Rd.

City: Chesterfield State: MO ZIP: 63005

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date March 29, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,427,368; 1,471,365; 1,596,245; 1,914,758; 2,109,623 and 1,603,604

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David B. Jennings

Internal Address: _____

Armstrong Teasdale LLP, Suite 2600

Street Address: One Metropolitan Square

City: St. Louis State: MO ZIP: 63102

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2384

(Attach duplicate copy of this page if paying by deposit account)

05/08/2000 DC00TES 00000173 012384 1427368

01 FC:481 40.00 CH
02 FC:482 125.00 CH

DO NOT USE THIS SPACE

9. 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.

David Jennings
Name of Person Signing

[Signature]
Signature

4-12-00
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002067 FRAME: 0833

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made and delivered as of this 29th day of March, 2000 to Porta-Fab Corporation ("BUYER"), by FINOVA CAPITAL CORP. (the "SELLER").

WHEREAS, BUYER has agreed to purchase, and SELLER has agreed to sell certain assets of its debtor, AIRO CLEAN INCORPORATED ("DEBTOR") in SELLER's possession consisting of (i) all the intellectual property rights of DEBTOR listed on Exhibit "A" attached hereto and incorporated herein by reference, (ii) Debtor's customer list(s), and (iii) inventory, including raw, work-in-process and finished good as listed on Exhibit "B" attached hereto and incorporated herein by reference (collectively, the "Assets"), in consideration of payment by BUYER to SELLER of Fifty Five Thousand and 00/100 Dollars (\$55,000.00).

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to more fully evidence the conveyance of title to the Assets from SELLER to BUYER, SELLER hereby irrevocably sells, transfers, conveys, assigns and delivers to BUYER SELLER's right, title and interest in, to and under the Assets, including, but not limited to, the entire right, title and interest in and to the trademarks listed on Exhibit "A" attached hereto together with the goodwill of the business symbolized by said trademarks, which sale, assignment and transfer includes any and all past and present rights and powers, statutory and common law, which have accrued to accrued or may accrue to BUYER of any and all kind or nature appertaining to said trademarks; and

TO HAVE AND TO HOLD the same unto BUYER, its successors and assigns, forever.

At any time or from time to time after the date hereof, at BUYER's request and without further consideration, SELLER shall execute and deliver to BUYER such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as BUYER may reasonably deem necessary or desirable in order more effectively to transfer, convey, and assign to BUYER, and to confirm BUYER's title to, all of the Assets, and, to the fullest extent permitted by law, to put BUYER in actual possession and operating control of the Assets and to assist BUYER in exercising all rights with respect thereto.

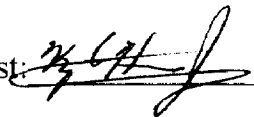
BUYER hereby acknowledges and agrees that SELLER is conveying the Assets to BUYER AS-IS, WHERE-IS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

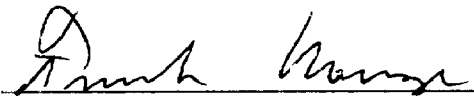
Without limiting the foregoing, SELLER represents that, to the best of its information and belief as of the date of this Bill of Sale, that SELLER has not been made aware of any claims of infringement alleged against DEBTOR from its use of the intellectual property rights referred to on Exhibit "A" nor has SELLER been made aware of any third party infringements on the intellectual property rights listed on Exhibit "A". SELLER further represents that, to the best of its knowledge, information and belief, that it has not disclosed DEBTOR's customer list to any third party.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the internal laws of the State of Arizona.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have executed and delivered this Bill of Sale and Assignment as an instrument under seal as of the day and year first above written.

FINOVA CAPITAL CORP.

Attest:  _____

By:  AUP
FRANK MONZO

PORTA-FAB CORPORATION

Attest: _____
(Asst.) Secretary

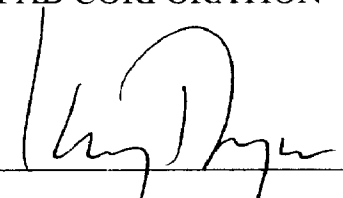
By:  _____
LARRY THAYER

Exhibit "A"

Product Nomenclature and Trade Names and Trade Marks

Product Design

- Drawings
- Bills of Materials
- Raw Materials
- Raw Material part #s
- Supplier contacts

Product Documentation

- Sound Testing
- Energy testing

Product Technical Literature

- Performance data
- Product Manuals

Development

- History files
 - Competitive testing
 - Alternative Raw Materials

Product lines

- HFM Ultraguard™ Fan Filter Unit
- Laminar Air Flow™ Patient Isolation
- Bioshields™ 150, 350, 500 and 700
- Aironeg™
- Cleanstation™
- Airo Clean™
- Microlab™
- Purezone™
- Biolock™

Customer list

- Name and address of over 1,000 Customers.

David B. Jennings
(314) 552-0658
djennings@armstrongteasdale.com

*One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102-2740
Phone: (314) 621-5070
Fax: (314) 621-5065
www.armstrongteasdale.com*

April 12, 2000

Commissioner of Patents and Trademarks
Box: Assignments
Washington, D.C. 20231

Re: Assignment of Trademark Registrations
Our Reference No.: 10431-1

Ladies/Gentlemen:

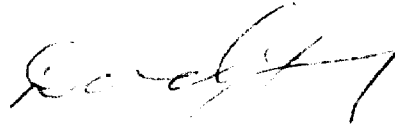
Enclosed is an Assignment of Trademarks and Cover Sheet with respect to the following trademarks:

| <u>Reg. No.</u> | <u>Mark</u> |
|-----------------|-----------------------|
| 1.427,368 | AIRO CLEAN and DESIGN |
| 1.471,365 | ULTRAGUARD |
| 1.596,245 | MICROLAB |
| 1.914,758 | PUREZONE |
| 2.109,623 | BIOLOCK |
| 1.603,604 | CLEANSTATION |

Please charge the \$165.00 filing fee to deposit account 01-2384.

Please direct all correspondence to my attention at the address set out above and acknowledge receipt of the enclosures by stamping and returning the enclosed postcard.

Very truly yours,



David B. Jennings

DBJ/ts
Enclosures