

07-05-2000

Docket No.:

1888-20003

05-30-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #57



101395388

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Rocktron Corporation** 5-39-00

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Michigan**  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):

Name: **G.H.S. Corporation**

Internal Address: \_\_\_\_\_

Street Address: **2813 Wilber Ave.**

City: **Battle Creek**                      State: **MI**      ZIP: **49015**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Michigan**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is                       Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes  N

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other **Bill of Sale**

Execution Date: **12/28/99**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**1,845,492**

Additional numbers                       Yes  No

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

Name: **Robert A. Dunn**

Internal Address: **Dinnin & Dunn, P.C.**

Street Address: **755 West Big Beaver, Ste. 2100**

City: **Troy**                      State: **MI**      ZIP: **48084**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed  
 Authorized to be charged to deposit account

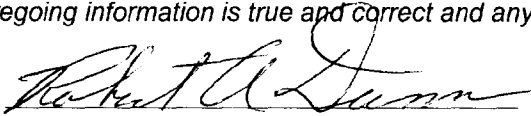
8. Deposit account number:  
**04-1131**

DO NOT USE THIS SPACE

07/03/2000 DNGUYEN 00000354 1845492

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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.*

**Robert A. Dunn**                                            **5/30/00**

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and



TRADEMARK  
REEL: 002095 FRAME: 0495

BILL OF SALE

THIS BILL OF SALE is given this 28<sup>th</sup> day of December, 1999, by Bank One, Michigan f/k/a NBD Bank ("Bank"), a Michigan banking corporation with offices located at 611 Woodward Avenue, Detroit, Michigan 48226, in consideration of the sum of ~~Seven Hundred Sixty Thousand (\$760,000.00)~~ receipt of which is hereby acknowledged, transferring all right, title, interest of every nature and kind from Bank to G.H.S. Corporation ("G.H.S."), a Michigan corporation, 2813 Wilber Avenue, Battle Creek, Michigan 49015, of the personal property set forth below and as more specifically set forth in the attached Exhibits A, B, C, D, E and F, incorporated herein by reference:

*Handwritten:*  
MPL  
F-1111  
EIGHT HUNDRED ONE THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS 93/100  
\$801,977.93/100

- (1) All currently existing product schematics, engineering drawings, bills of materials, artwork (for face panel silk screens), manuals, sales records, vendor lists and other records directly relating to the manufacture and use of products heretofore produced by Rocktron Corporation (hereinafter "Rocktron"). All rights and relationships with Rocktron's suppliers.
- (2) All product software and digital source code for Rocktron products.
- (3) All patents which have heretofore been assigned to Rocktron, trademarks, copyrights, trade names, brand names, product names and the name "Rocktron", including, but not limited to those names shown on the attached Exhibit G.
- (4) All rights to use patents licensed to Rocktron by assignment of such patent licenses.
- (5) All technology currently in use in Rocktron products, or that has been developed by Rocktron, whether or not this technology has been patented, has a patent application filed or which will be patented in the future, and whether or not such patents or patent applications have been assigned or licensed to Rocktron. As to any patents which are used by Rocktron, but which are not owned by or licensed to Rocktron, G.H.S. is given a non-exclusive right to use such technology on the same royalty free basis as was used by Rocktron.
- (6) The domain name, website and the right to any telephone numbers, fax numbers, and toll free telephone numbers to the extent permitted by the applicable telephone company.
- (7) All marketing materials, including but not limited to, brochures, catalogs, flyers, price lists, banners, advertisements, logos and the artwork (both physical and computer files) for such.
- (8) All open orders and backorders.
- (9) All customer files and lists, endorser lists and contracts, registered user lists, and warranty lists.
- (10) All of the office furniture and equipment, all shelving and other materials as set forth in the exhibits attached hereto.
- (11) All inventory, whether completed or not completed, as set forth in the exhibits attached hereto.

(12) This Bill of Sale *does not* transfer any claim, right, title, license or other interest in or to any plans, designs, technology, trade secrets, inventions, patent applications or patents, whether drawn, developed, discovered, reduced to practice, filed or issued before or after the date of this Bill of Sale which pertain to surround technology and as also excluded by Paragraph 1(D) of the *Offer to Purchase Certain Assets of Rocktron Corporation*.

Bank hereby warrants the title to all of the property sold, transferred and assigned by this Bill of Sale and hereby agrees to hold harmless and indemnify G.H.S. as to any and all claims against such title.

This Bill of Sale does not obligate Bank to cause any documents to be filed with any government agency to effectuate the transfers of any property which has been sold or transferred by this Bill of Sale, including, but not limited to documentation relating to the transfer of patents, trademarks, service marks, copy rights, and telephone numbers, and G.H.S. shall be solely responsible for the handling of such filings and the costs thereof.

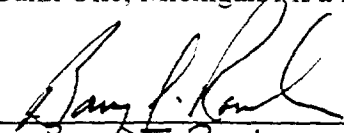
G.H.S. acknowledges that Bank acquired the personal property being conveyed by this Bill of Sale through a voluntary surrender of said property by Rocktron of even date herewith and consequently has little or no direct knowledge concerning the quality or physical characteristics of said property.

The personal property being purchased by G.H.S. (Exhibits A through F, inclusive) is located at 2870 Technology Drive, Rochester Hills, Michigan. G.H.S. confirms that it has had the opportunity to examine the personal property to its full satisfaction and that it is buying said property "AS IS" and "WHERE IS". Bank has no obligation to arrange or pay for delivery of the personal property to G.H.S.

This Bill of Sale specifically incorporates herein, by reference, all of the terms and conditions as set forth in that certain *Offer to Purchase Certain Assets of Rocktron Corporation* dated November 8, 1999, by and between Rocktron and G.H.S. and such agreement is deemed to have survived the closing on the sale contemplated by such document.

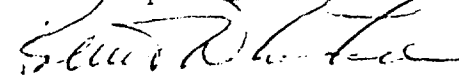
Dated: December 28, 1999

Bank One, Michigan f/k/a NBD Bank

  
By: Barry J. Rourke  
Its: 1st V.P.

Accepted and Agreed to this 28<sup>th</sup> day of DECEMBER, 1999 by:

G.H.S. Corporation



By: ROBERT D. MCFEE

Its: CHAIRMAN # C.E.C.

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