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

09-18-2000



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

101460224

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  Bill of Sale, Assignment and Assumption Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name  Caledon Capital, Inc. Execution Date  
Month Day Year 10/05/99

Formerly  75744165

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

Receiving Party

Mark if additional names of receiving parties attached

Name  Aegis Mortgage Corporation

DBA/AKA/TA

Composed of

Address (line 1)  11111 Wilcrest Green, Suite 250

Address (line 2)

Address (line 3)  Houston  Texas  77042

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  Oklahoma

FOR OFFICE USE ONLY

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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

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TRADEMARK  
REEL: 002138 FRAME: 0757

**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.)

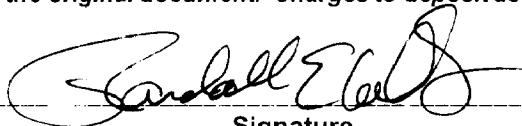
Deposit Account Number: #

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.

Randall E. Colson



8/23/2000

Name of Person Signing

Signature

Date Signed

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Bill of Sale") is made to be effective as of the 5<sup>th</sup> day of October, 1999 (the "Effective Date"), by and between New America Financial, Inc., a Texas corporation, Caledon Capital Inc., a Texas corporation and Harbor Financial Mortgage Corporation, a Texas corporation (collectively, "Seller") and Aegis Mortgage Corporation, an Oklahoma corporation ("Purchaser").

### RECITALS:

A. Seller and Purchaser have heretofore mutually executed and delivered that certain Asset Purchase Agreement (the "Agreement"), dated September 24, 1999 which Agreement provides for the sale of certain assets by Seller to Purchaser. ALL INITIALLY CAPITALIZED TERMS USED AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANING GIVEN TO SUCH TERMS IN THE AGREEMENT.

B. It is the desire of Seller to hereby sell, transfer and convey to Purchaser all of Seller's right, title and interest, in and to the following Assets:

C. Purchaser has agreed to assume all obligations and liabilities accruing on or subsequent to the Effective Date with respect to the Assumed Liabilities and Seller has agreed to pay and discharge, when due and payable, whether payable prior or subsequent to the Effective Date, all such obligations and liabilities related to the Assumed Liabilities which shall have accrued prior to the Effective Date.

**NOW THEREFORE**, in consideration of the Purchaser's assumption of the Assumed Liabilities and payment of the Purchase Price pursuant to Sections 2.2 and 2.4 of the Agreement, the receipt and sufficiency of which are hereby acknowledged and confessed, Seller does hereby SELL, TRANSFER, ASSIGN, SET OVER, QUITCLAIM AND DELIVER AND CAUSES ITS AFFILIATES, AS APPLICABLE, TO HEREBY SELL, TRANSFER, ASSIGN, SET OVER, QUITCLAIM AND DELIVER unto Purchaser, its successors and assigns, all of Seller's and its Affiliates', as applicable, respective right, title and interest in and to the Assets, together with any and all warranties, guarantees and agreements of third parties related thereto, if any. The Assets are conveyed free and clear of all liens, claims, charges or encumbrances whatsoever. Notwithstanding anything contained herein to the contrary, it is understood that Seller is not selling, assigning, transferring, conveying or delivering the Excluded Assets by these presents or pursuant to the Agreement.

In connection with the transfer of Seller's or its Affiliate's right, title and interest in and to the Assets, Seller agrees that, upon Purchaser's request, and with reasonable prior notice, Seller will allow Purchaser reasonable access during normal business hours to Seller's books and records to the extent such access is reasonably necessary to Purchaser's performance of the obligations under the Assumed Liabilities or the assertion by Purchaser of any claim related to

the Assets against any third party or the defense by Purchaser of any claim related to the Assets asserted by any third party against Purchaser.

From and after the date hereof, Purchaser agrees to allow Seller reasonable access during normal business hours, to Seller's records transferred hereunder to the extent such access is reasonably necessary to any reporting requirement of Seller, Seller's winding up of business, or the assertion of a defense by Seller of any claim.

It is understood and agreed that by its execution hereof, Purchaser hereby assumes all obligations, and agrees to perform all of the terms, covenants and conditions, of the Assumed Liabilities which accrue and pertain to the period on or after the Effective Date. The assumption by Purchaser of such Assumed Liabilities will not be construed to defeat, impair or limit in any way any rights or remedies of Purchaser under the Agreement.

Seller covenants and agrees to pay and discharge, when due and payable (whether payable prior or subsequent to the Effective Date), any and all Liabilities of Seller arising out of or related to the operations of Seller, other than the Assumed Liabilities accruing after the Effective Date.

Seller represents and warrants to Purchaser that Seller executes this Bill of Sale on its own behalf, as well on behalf of its Affiliates, as applicable, that may have a right, title and interest in and to the Assets and, if necessary, the Seller will cause such Affiliates to execute any and all such documents that may be necessary to transfer such Affiliate's right, title and interest in and the Assets to the Purchaser.

**EXCEPT AS SPECIFICALLY SET FORTH HEREIN, IN THE AGREEMENT, OR IN (I) OTHER ASSIGNMENT AND ASSUMPTION AGREEMENTS EXECUTED BY PURCHASER TO EFFECT THE TRANSFER OF RIGHTS UNDER ANY OF THE ASSUMED LIABILITIES; OR (II) RESTRICTIONS ON TRANSFER CONTAINED IN THE ASSUMED CONTRACTS, PURCHASER ASSUMES NO EXPRESS OR IMPLIED LIABILITY, DEBT OR OBLIGATION, OF ANY KIND WHATSOEVER, OF SELLER OR ANY OF ITS AFFILIATES BY THIS BILL OF SALE, UNDER THE AGREEMENT OR AS A RESULT OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.**

Notwithstanding anything to the contrary herein, Purchaser and Seller agree that Seller will not assign, and Purchaser will not assume, any Assumed Lease, Assumed Furniture and Equipment Lease, Assumed Contract, assignable Permit or Hedge Instrument (and Purchaser will not assume any Liability with respect thereto) unless and until any required third party consent to each such assignment and assumption has been obtained, in a form acceptable to Purchaser in its reasonable discretion.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto. their respective successors and assigns.


This Bill of Sale may be executed in one or more counterparts, each of which when assembled shall be deemed to be an original, but all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Bill of Sale to be effective as of the date and year first written above.

SELLER:


NEW AMERICA FINANCIAL, INC.

Date: October 5, 1999

By:   
Name: Rick R. Hagelstein  
Title: Chairman

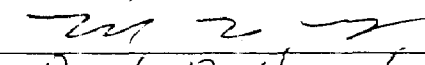
HARBOR FINANCIAL MORTGAGE CORPORATION

Date: October 5, 1999

By:   
Name: Rick R. Hagelstein  
Title: Chairman

CALEDON CAPITAL INC.

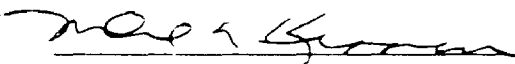
Date: October 5, 1999

By:   
Name: Rick R. Hagelstein  
Title: Chairman

PURCHASER:

AEGIS MORTGAGE CORPORATION

Date: October 5, 1999

By:   
Name: Michael L. Kennemer  
Title: CFO

THE STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on October 5, 1999, by RICK R. HAGELSTEIN, CHAIRMAN of New America Financial, Inc., a Texas corporation.

Ida A. Alcazar

Notary Public, State of Texas

My Commission Expires:

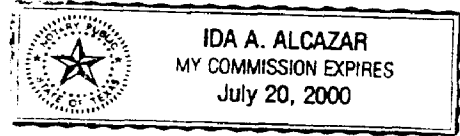
IDA A ALCAZAR

(Typed/Printed Name of Notary)

THE STATE OF TEXAS

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COUNTY OF DALLAS



This instrument was acknowledged before me on October 5, 1999, by RICK R. HAGELSTEIN, CHAIRMAN of Harbor Financial Mortgage Corporation, a Texas corporation.

Ida A. Alcazar

Notary Public, State of Texas

My Commission Expires:

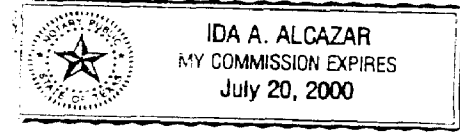
IDA A ALCAZAR

(Typed/Printed Name of Notary)

THE STATE OF TEXAS

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COUNTY OF DALLAS



This instrument was acknowledged before me on October 5, 1999, by RICK R. HAGELSTEIN, CHAIRMAN of Caledon Capital Inc., a Texas corporation.

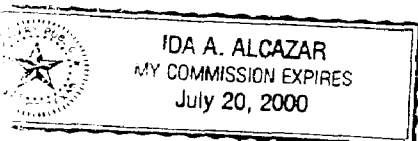
Ida A. Alcazar

Notary Public, State of Texas

My Commission Expires:

IDA A ALCAZAR

(Typed/Printed Name of Notary)



THE STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on October 5, 1999, by  
MICHAEL L. KENNEMER CFO of Aegis Mortgage Corporation, an  
Oklahoma corporation.

*Ida A. Alcazar*

Notary Public, State of Texas

My Commission Expires:

IDA A. ALCAZAR

(Typed/Printed Name of Notary)

