

RECORDED
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09-22-100
09-28-2000



101474590

original documents or copy thereof.

i. Name of conveying party(ies):

Whistler Corporation of Massachusetts
d/b/a Whistler Acquisition Corporation

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 21, 2000

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

Name: **Team Products International, Inc.**
85 Fulton Street
Boonton, NJ 07005 9-21-00

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - New Jersey
 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

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

A. Trademark Applications

B. Trademark Registrations

POWER2GO - 2,036,334
POWER-TO-GO - 2,159,930

Additional numbers attached? Yes No

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

Name: Darby & Darby P.C.
Street Address: 805 Third Avenue, 27th Floor
City: New York State: New York Zip: 10022-7513

EXPRESS MAIL CERTIFICATE
9/21/00 62628222746
I hereby certify that, on the date indicated above I deposited this paper or file with the U.S. Postal Service & that it was addressed for delivery to the Commissioner of Patents & Trademarks, Washington, D.C. 20231
*Express Mail Post Office to address of mark

D B Peck
Name (Print) Signature

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41):.....\$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-0100
(Attach duplicate copy of this page if paying by deposit account)

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.

Amy J. Benjamin
Name of Person Signing *Amy J Benjamin*
Signature

September 21, 2000
Date

Total number of pages including cover sheet, attachments, and document: **7**

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

09/27/2000 6TOM11 00000120 2036334
01 FC:481 40.00 OP
02 FC:482 25.00 OP

I689/8B938

ASSIGNMENT OF TRADEMARKS AND SERVICES MARKS

THIS ASSIGNMENT is made as of November 5, 1999, by JOSEPH H. BALDIGA, Trustee of the Chapter 7 Bankruptcy Estate (the "Estate") of the Whistler Corporation of Massachusetts d/b/a Whistler Acquisition Corporation (the "Assignee"), under the following circumstances:

A. Assignor is selling certain assets to Team Products International, Inc. a New Jersey corporation (the "Assignee") pursuant to a certain Order Authorizing Private Sale of Assets Free and Clear of Liens, Claims and Encumbrances to the Assignee, dated November 5, 1999 (the "Order") attached hereto as Exhibit A, which provides for the transfer of the Estate's interest in the assets specified therein, including the assets assigned hereunder, to Assignee.

B. Assignee desires to acquire the entire right, title, and interest in any and all United States and foreign Trademarks and Service Marks (the "Marks") (if any) and the registrations thereof (if any) as set forth in Exhibit B hereto, together with the goodwill of the business of Assignor in connection with which the Marks are used.

C. The Assignor makes no representations or warranties whatsoever regarding the Marks, the Estate's interest in the Marks, the value of the Marks, or in connection with any other assets sold to the Assignee pursuant to the Order.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, and pursuant to the Order, Assignor, without any representations or warranties, hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, free and clear of any and all claims, liens, and encumbrances, all of

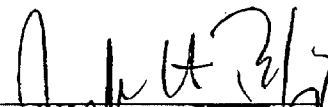
Assignor's right, title, and interest in and to the Marks and the registrations (if any), including any and all corresponding federal, state, or international trademarks registrations, all common law rights and privileges relating to the Marks, and all goodwill of the Assignor's Power-to-Go line of business in connection with which the Marks are used; but excluding the right to sue and recover for infringements prior to November 5, 1999.

Assignor hereby agrees that he shall render all reasonable assistance to Assignee and will, from time to time, execute all instruments and documents necessary to maintain, preserve, or protect the Marks and the registrations thereof and to perfect the record title of Assignee in and to the Marks and said registrations, free and clear of any claims, liens, or encumbrances. The Trustee makes no representation or warranty, and expressly disclaims same, as to the extent of the Estate's interest in the Marks (if any) and in all other assets to be transferred in accordance with the order.

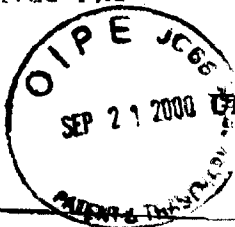
IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date indicated below opposite his name.

Date: _____

9/21/00



Joseph H. Haldiga, Trustee of
The Chapter 7 Bankruptcy Estate
Of Whistler Corporation of
Massachusetts d/b/a Whistler
Corporation



UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(WESTERN DIVISION)

In re:

Whistler Corporation of Massachusetts
d/b/a Whistler Acquisition Corporation,

Debtor.

Chapter 7
Case No. 99-43575-HJB

ORDER AUTHORIZING PRIVATE SALE OF
ESTATE ASSETS FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES BY PRIVATE SALE

THIS MATTER having come before the Court upon the motion (the "Motion") of Joseph H. Baldiga, Chapter 7 Trustee (the "Trustee"), for authority to sell by private sale (the "Private Sale") the estate's interest in the Debtor's Power-To-Go line of business assets (the "PTG Assets") as defined in the Trustee's Notice of Private Sale (the "Notice of Private Sale") filed with this Court, free and clear of all claims, liens, and encumbrances, pursuant to 11 U.S.C. § 363; the Court finding that sufficient notice thereof having been duly given and the notice given by the Trustee as set forth in the Certificate of Service filed with the Court was sufficient, and no objections to the Motion having been filed or any such objection having been withdrawn or overruled after a hearing as appropriate under the circumstances, it is hereby ORDERED:

1. The Motion is ALLOWED;

2. The Trustee is authorized to sell the estates' interest in the PTG Assets identified in the Notice of Private Sale to Team Products International, Inc. (the "Buyer") free and clear of all liens, claims, encumbrances, and interests of any entity pursuant to 11 U.S.C. § 363(f);

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3. The PTG Assets are comprised of the estate's interest, if any, in the assets known as the PTG Assets as set forth in detail, and as limited by, the Letter Agreement between the Trustee and the Buyer, attached as Exhibit A to the Motion. The PTG Assets exclude, among other things, cash and cash equivalents, accounts receivable, any avoidance actions or other litigation recoveries, any monies owed the Debtor from any third-parties including any tax refunds and security deposits, any rights of recovery arising out of (a) contractual rights and obligations related to Whistler's acquisition of assets of HSN Marketing, Inc. and HSN Premiums, Inc.; or (b) any and all non-compete agreements entered into prior to the Closing (defined below), which rights of recovery arose prior to the Closing (collectively, the "Excluded Assets"). The Excluded Assets shall remain property of the Debtor's estate;

4. The purchase price for the PTG Assets shall be \$ 171,000.00;

5. The Buyer shall be required to consummate the Private Sale closing (the "Closing") on or before November 8, 1999;

6. The Buyer shall be required to remove all PTG Assets from the Chelmsford, Massachusetts and Rancho Cucamonga, California warehouses (together, the "Warehouses") on or before November 12, 1999;

7. The Buyer shall assume all risks and costs associated with removal of the PTG Assets from the Warehouses after the Closing;

8. The Trustee shall not be liable to the Buyer or any other entity for the PTG Assets after the Closing;

9. The Trustee shall not be liable to any entity for rent, storage, use and occupancy or other charges with respect to the Warehouses after the earlier of (a) the date the PTG Assets are removed from each Warehouse; or (b) November 12, 1999;

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10. The Private Sale shall be without any representations or warranties by the Trustee concerning the quality, quantity, or any other aspect of the PTG Asset;

11. The sale of the PTG Assets shall not prohibit the Trustee from pursuing any claims against the Buyer arising out of prior contractual obligations entered into between the Debtor and the Buyer;

12. In the event that the Buyer fails to close the Private Sale on or before November 8, 1999, the Trustee is authorized to sell the PTG Assets to the second highest bidder, *The Peters Companies* for a price of \$ 110,050, who will be required to close the sale and remove all PTG Assets from the Warehouses on or before November 12, 1999;

13. That any creditor and/or party in interest claiming an interest in the PTG Assets be liable to the estate for:


- A. The pro-rata costs of the sale of the PTG Assets;
- B. Costs incurred by the Trustee in the preservation of the PTG Assets;
- C. A proportionate share of the administrative expenses incurred by the Trustee and Trustee's counsel in preparing and conducting the Private Sale which shall be subject to Court approval;

14. That the Private Sale be authorized in accordance with the Motion and the Notice of Private Sale; and

15. That this Court retains jurisdiction to determine any dispute with regard to the Private Sale of the PTG Assets.

Dated:

11/5/99


 Honorable James F. Queenan, Jr.
 United States Bankruptcy Judge

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FROM : TEAM PRODUCTS

Aug. 10 2000 11:29AM P10

PHONE NO. : 9733162518

TRADEMARK
 REEL: 002149 FRAME: 0982

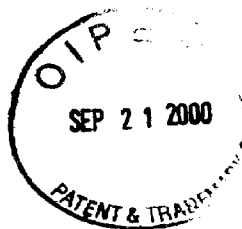


EXHIBIT B

<u>Mark</u>	<u>Registration Number</u>
POWER2GO	2,036,334
POWER-TO-GO	2,159,930