

11-20-2000

MRO
8.21.00



101521759
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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Six PAC Industries, Inc.

08/16/2000

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Premier Export, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 625 DuBois St.

Address (line 2) Suite A & B

Address (line 3) San Rafael CA 94901
City State/Country Zip Code

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

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.)

FOR OFFICE USE ONLY

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

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 Premier Export, Inc.

Address (line 1) 625 DuBois St. Suite A/B

Address (line 2) San Rafael, CA

Address (line 3) 94901

Address (line 4)

Pages

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

1

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)

0896786

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40

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 Schmidt
Name of Person Signing

[Signature]
Signature

8/16/2000
Date Signed

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Six Pac Industries, Inc., a California corporation (the "Seller"), does hereby sell and assign, and by this Bill of Sale does grant, assign, transfer and convey unto Premier Export, Inc., a California corporation (the "Buyer"), the following:

All property and other rights listed as assets of Seller in Attachments "A" and "B" hereto, which are incorporated herein by this reference, consisting of the following categories of assets and property:

- (1) Camper manufacturing equipment;
- (2) Inventory;
- (3) Hand tools;
- (4) Blueprints;
- (5) Vendor lists and contacts;
- (6) Pricing lists;
- (7) Domestic dealer lists;
- (8) International customer lists; and

~~The Six Pac trademark and registered trademarks (hereinafter collectively, the "Assets").~~

All of the Assets are so granted, assigned, transferred and conveyed to the Buyer and its representatives, successors and assigns forever.

The Seller does for itself, its representatives, successors and assigns, hereby covenant and represent to the Buyer as follows:

- a. that the Seller is the lawful owner of the Assets, free from the rightful claim(s) of others; and
- b. that the Seller hereby assigns to the Buyer any and all third-party warranties pertaining to the Assets sold hereby.


Buyer, by acceptance hereof, acknowledges that all of the Assets described herein are used goods and are being sold WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, REGARDING THEIR CONDITION, QUANTITY, QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ARE BEING SOLD "AS IS", "WHERE IS", AND WITH ALL FAULTS. Buyer acknowledges that it has inspected such assets and is accepting same in its present condition and location.

1 Buyer will pay all sales, use or other taxes, if any, imposed upon the sale.

2 This Bill of Sale shall be governed in accordance with the laws, statutes and decisions of
3 the State of California. The United States Bankruptcy Court for the Central District of California
4 shall have sole and exclusive jurisdiction over any disputes respecting the enforcement or
5 interpretation of this Bill of Sale.

6 IN WITNESS WHEREOF, the Seller has caused its seal to be hereunto affixed, by its
7 duly authorized officer, as of this ____ day of May, 2000.

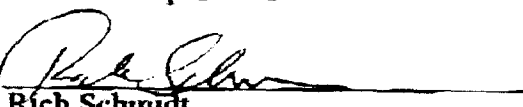
8 SIX PAC INDUSTRIES, INC.,
9 a California corporation

10 By 
11 Cleon E. Benson, III
12 Its President

13 The Buyer hereby accepts this Bill of Sale, subject to the terms and conditions contained
14 herein.

15 Dated this ____ day of May, 2000.

16 PREMIER EXPORT, INC.,
17 a California corporation

18 By 
19 Rich Schmidt
20 Its President