

12-07-2000



101543033

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
- Effective Date
Month Day Year
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

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

12/06/2000 DBYRNE 00000198 75834274

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

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

REEL: 002189 FRAME: 0655

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)

<input type="text" value="75/834,274"/>	<input type="text" value="75/833,984"/>	<input type="text" value="75/833,997"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,184,475"/>	<input type="text" value="2,229,010"/>	<input type="text" value="2,239,215"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Becky L. Troutman

Becky L. Troutman

11/17/00

Name of Person Signing

Signature

Date Signed

SECURED PARTY BILL OF SALEDate: MAY 12, 2000

In consideration of the sum of
Dollars and _____ cents Jemison Investment
Co., Inc., H. Corbin Day, Jr., Kenneth Rainin, and Thomas Henwood, and, pursuant to
certain Assignment and Assumption Agreements, the parties' respective assignee Z-CO,
LLC (collectively "Secured Party") hereby sells, transfers, and assigns to ZCo, LLC
("Purchaser") and Purchaser hereby accepts delivery of, all right, title, and interest of
Primordial, LLC ("Debtor") in and to the property as described in security agreements
between and among Debtor and Secured Party (collectively, the "Collateral").

A. Representations and Warranties of Secured Party.

1. Secured Party is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has all necessary power and authority to deliver this Secured Party Bill of Sale to Purchaser and to convey to Purchaser the Collateral.

2. Secured Party holds a valid, perfected, and priority security interest in the Collateral, junior and subordinate only to the security interest of CivicBank of Commerce, which senior security interest will be extinguished and paid in full through the proceeds of sale or otherwise.

3. Debtor is in default of its obligations to Secured Party and Secured Party is entitled to sell the collateral under the terms of written agreements between Debtor and Secured Party, the provisions of the California Commercial Code, and other applicable laws.

4. The disposition of the Collateral affected by this Secured Party Bill of Sale transfers to Purchaser all of the Debtor's rights therein, discharges Secured Party's security interest under which it was made, and discharges any security interests or liens subordinate thereto. Purchaser takes free of all such rights and interests even if Secured Party fails to comply with the requirements of Chapter 5 of Division 9 of the California Commercial Code or of any judicial proceedings (a) where transfer is by public sale, if Purchaser has no knowledge of any defects in the sale and does not buy in collusion with Secured Party, other bidders, or the person conducting the sale; or (b) in any other case if Purchaser acts in good faith.

5. Upon purchase of the Collateral pursuant to this Secured Party Bill of Sale, Purchaser will have purchased the Collateral free and clear of state and federal tax liens and of all rights and interests of Debtor and Secured Party and all claims of other creditors of Debtor with respect to the Collateral.

Except for those representations and warranties set forth in paragraphs 1 through 5, Purchaser agrees that the Collateral is transferred without any warranties or representations of any kind, express or implied, including any warranties as to the merchantability or fitness of the Collateral for use or sale. There are no warranties which extend beyond the description of the face hereof and Buyer agrees that the Collateral is placed at Buyer's disposal in "as is" and "where is" condition.

Purchaser acknowledges that it has inspected and evaluated the Collateral and is aware of and relies solely on its own knowledge of its value. Purchaser agrees that Secured Party has made no representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Collateral, except as stated herein, and is not now and was not heretofore under any duty to do so. Purchaser agrees that Secured Party has not made, with respect to the Collateral, any warranty or affirmation of fact, promise, description, model, or sample of the Collateral.

All representations, warranties, and agreements of Secured Party set forth in this Secured Party Bill of Sale shall be deemed continuing representations, warranties, and agreements made by Secured Party and shall survive the date hereof.

B. Indemnification.

Secured Party agrees to indemnify, defend, and hold harmless Purchaser from any claim against Purchaser arising out of breach of any warranty contained in paragraphs A.1 through A.5 hereof.

SECURED PARTY: ZCO, LLC

Signature: *James M*

Title: President

PURCHASER: ZCo, LLC

Signature: *James M*

Title: President