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Attached

01-08-2001

U.S. Patent & TMOs/TM Mail Rcpt Dt. #26

Tab settings ⇄⇄⇄

To the Honorable Commissioner of P

1. Name of conveying party(ies):

National Bank of Canada

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

Commercial Banking Institution,  
Canada

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Bill of Sale

Execution Date: December 16, 2000

2. Name and address of

Name: Porta-Fab Corporation

Internal Address:

Street Address: 18080 Chesterfield Airport Road

City: Chesterfield State: MO Zip: 63005

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Missouri
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2176572

Additional numbers attached?  Yes  No

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

Name: Marta I. Burgin

Internal Address: Armstrong Teasdale, L.L.P.

Street Address: One Metropolitan Square

Suite 2600

City: St. Louis State: MO Zip: 63102-2740

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:

012384

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Marta I. Burgin  
Name of Person Signing

Marta I. Burgin  
Signature

December 28, 2000  
Date

Total number of pages including cover sheet, attachment, and document: 4

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

ROM : RTEC, INC.

**BILL OF SALE OF PERSONAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL BANK OF CANADA, a commercial banking institution organized and existing under the laws of Canada with a United States domestic branch office having an address at 125 West 55th, New York, New York 10019 ("Seller"), in its capacity as a secured creditor of HENGES MANUFACTURING, L.L.C. ("Borrower"), for and in consideration of the sum of One Hundred Dollars (\$100.00) paid in connection with a sale conducted pursuant to Section 9-504 of the Uniform Commercial Code as in effect in the State of Missouri, of certain personal property securing obligations of Henges to Seller, the receipt and sufficiency of which is hereby acknowledged, does by these presents: (i) pursuant to Section 400.9-504(4) of the Revised Statutes of Missouri, transfer unto PORTA-FAB CORPORATION, a Missouri corporation ("Buyer"), all of Borrower's rights in and to the personal property described more fully on Exhibit A attached hereto and made a part hereof (the "Property"); and (ii) REMISE, RELEASE and FOREVER QUIT CLAIM unto Buyer, all right, title and interest of Seller, if any, in and to the Property.

SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROPERTY HEREIN CONVEYED OR SELLER'S TITLE THERETO, INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY OF SUCH PROPERTY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR ITS CONDITION OR QUALITY. AS TO SELLER, BUYER TAKES SUCH PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. SELLER SHALL, IN NO EVENT, BE LIABLE TO BUYER FOR ANY DIRECT OR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY THE PROPERTY BEING CONVEYED OR ANY INADEQUACY THEREOF OR ANY DEFICIENCY OR DEFECT THEREIN.

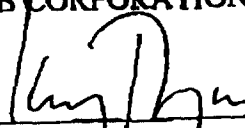
Further, Buyer expressly assumes all risk of loss, injury, damage or the like, arising from or relating to the handling, transportation, operation or use of the Property on and after the date hereof, and Buyer, its successors and assigns shall have no recourse against Seller for any such loss, injury, damage or the like.

IN WITNESS WHEREOF, the undersigned have duly hereunto set their hands on this Bill of Sale as of this \_\_\_\_\_ day of December, 2000.

NATIONAL BANK OF CANADA

By: \_\_\_\_\_  
Name:  
Title:

PORTA-FAB CORPORATION

By:   
Name: Larry Thayer  
Title: VP

**EXHIBIT A**

**DESCRIPTION OF PERSONAL PROPERTY**

All tradenames, trademarks, designs, patents, service marks, domain names, copyrights, internet related platforms, toll free telephone numbers, art work relating to products manufactured by Henges Manufacturing, L.L.C., project photos, email addresses, customer lists and vendor lists and exclusive ownership (if owned by Henges) or use (if licensed to and assignable by Henges) of all customized software and associated databases including but not limited to mezzanine and analysis programs used in the business known as Henges Manufacturing, L.L.C., in St. Louis, Missouri.