



1-16-01

TO THE ASSISTANT COMMISSIONER OF PATENT

101597571

and original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

WILSHIRE TECHNOLOGIES, INC.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- Other:

Additional name(s) of conveying party(ies) attached?

Yes  No

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

Name: FOAMEX ASIA CO., LTD.

Internal Address:

Street Address: 5861 Edison Place

City: Carlsbad State: CA ZIP: 92008

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Kingdom of Thailand
- 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) and address(es) attached?

Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Bill of Sale

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) May 19, 2000

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

a. Trademark Application No(s):

b. Trademark Registration No(s):  
1,896,267; 1,804,523; 2,205,519

Additional numbers attached?  Yes  No

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

Name: AnneMarie Kaiser  
 KNOBBE, MARTENS, OLSON & BEAR, LLP  
 Customer No. 20,995  
 Internal Address: Sixteenth Floor  
 Street Address: 620 Newport Center Drive  
 City: Newport Beach State: CA ZIP: 92660  
 Attorney's Docket No.: WILSHIR.010T/011T/017T

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved:  
3

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.

AnneMarie Kaiser  
Name of Person Signing

Signature

Jan. 12, 2001  
Date

Total number of pages including cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**BILL OF SALE**

**THIS BILL OF SALE**, made as of May 19, 2000, by **WILSHIRE TECHNOLOGIES, INC.**, a California corporation ("Seller") provides:

**RECITALS:**

Seller has entered into an Asset Agreement dated April 26, 2000 (the "Agreement") pursuant to which Seller has agreed to sell certain Assets to **FOAMEX ASIA CO., LTD.**, a limited company organized and existing under the laws of the Kingdom of Thailand ("Buyer"), and Buyer has agreed to purchase from Seller such Assets. Pursuant to the terms and conditions of the Agreement, Seller has caused this Bill of Sale to be executed to make a formal conveyance of the tangible Assets of Seller, contemplated by the Agreement, to Buyer.

Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the respective meanings given to them in the Agreement.

**NOW, THEREFORE**, for and in consideration of certain future payments based on Buyer's sales of Covered Products and the assumption by Buyer of the Assumed Liabilities and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, delivers and conveys to Buyer all of Seller's right, title and interest in and good and marketable title, free and clear of all liabilities, security interests, liens (including tax liens), mortgages, encumbrances, claims and rights of others of any kind whatsoever, to the tangible Assets of Seller, contemplated by the Agreement, including, without limitation, those tangible Assets listed on Schedule 1 hereto (the "Tangible Assets").

Seller agrees to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, any and all instruments, papers, acts or things, supplemental, confirmatory or otherwise, as reasonably may be required by Buyer for the purposes of perfecting and completing the sale, transfer and conveyance to Buyer of the Tangible Assets. Seller further agrees to warrant and defend Buyer's title to the Tangible Assets against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed and delivered in a manner sufficient to bind it, as of the day and year first above written.

**WILSHIRE TECHNOLOGIES, INC.**

By: *Kim Mulholland*  
Title: *President & CEO*

**WILSHIRE TECHNOLOGIES**

**Schedule 1 - Assets**

**Schedule 1 to Bill of Sale**  
**LIST OF ASSETS**

**1. Capital Assets of the Wilshire Contamination Control Division, including:**

**a. Manual Swab Machine**

Gem Tool	32 up trim die, mold foam and trim Pallets Rework cutter for press (larger cylinder) Filter Regulator Lubricator
Varsane	Modifications Injection Molding Die (at CNC)

**b. Heat Sealer for Swab Machine**

Vertrod Corp.	Model 14pc-3/16 Heat Sealer Packaging & Freight
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**c. Automatic Swab Machine**

Franklin Automation	Automated Swab Machine
Gem Tool	Cutters & Brackets Knife & Foam Stripper Foam Guides Wire Harness plus 4" heater

**d. Construction in Progress:**

Manual Swab Machine

**2. Inventory of the Wilshire Contamination Control Division, including, without limitation:**

all Inventory related to the manufacture and production of Wilshire Contamination Control Products including all Raw Materials, Work in Process, Material Commitments for Open PO's and Finished Goods. See Schedule F, incorporated herein by reference, for further detail.

3. **Intellectual Property of the Wilshire Contamination Control Division, including, without limitation, the following patents, trademarks and tradenames:**

<u>PATENTS</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
HYDROPHILIC FOAM ARTICLE AND SURFACE-CLEANING METHOD FOR CLEAN ROOM	USA	5,460,655	10/24/95
HYDROPHILIC FOAM ARTICLE AND SURFACE-CLEANING METHOD FOR CLEANROOM	USA	6,004,640	12/21/99
ABRASIVE ARTICLE AND METHOD FOR MAKING THE SAME	USA	6,004,363	12/21/99

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RENEWAL DATE</u>
POLYCLEAN	USA	1896267	05/30/95	05/30/05
ULTRASORB	USA	1804523	11/16/93	11/16/03
ULTRASORB	GERMANY	2066144	05/30/94	01/28/03
ULTRASORB	JAPAN	3188337	08/30/96	08/30/06
ULTRASORB	MALAS	93/00481	01/29/93	01/29/00
ULTRASOLV	USA	2205519	11/24/98	11/24/08
ULTRASOLV	KORSO	435157	12/23/98	12/23/08
ULTRASOLV	THALN	KOR85474	09/24/97	09/23/07
ULTRASOLV	TAIWN	829274	11/30/98	11/30/08
ULTRASOLV	JAPAN	PENDING REVIEW AND APPROVAL		
ULTRASOLV	MALAS	PENDING REVIEW AND APPROVAL		
ULTRASOLV	SINGP	PENDING REVIEW AND APPROVAL		

**TRADENAME**

WILSHIRE CONTAMINATION CONTROL

**4. Other Assets of the Wilshire Contamination Control Division:**

**a. Contracts:**

- Exclusive Product Supply Agreement dated July 28, 1998 between the Company and Time Release Sciences, Inc.
- Sales Representative Agreement dated December 1, 1998 between the Company and Eastern Scientific, Inc.
- Sales Representative Agreement dated February 9, 2000 between the Company and PTI Technical Sales
- Sales Representative Agreement dated June 1, 1998 between the Company and Exxustech, Inc.
- Sales Representative Agreement dated December 1, 1998 between the Company and Yarbough Southwest

**b. All customer and other business records of the Division.**