

06-26-2001

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JUN 22 2001

REC 101762483 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

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

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

QBWPBV155249

**TRADEMARK**

REEL: 002319 FRAME: 0143

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="2113390"/>	<input type="text"/>	<input type="text"/>
<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.

Gregory A. Nelson, Esq.

6/19/01

Name of Person Signing

Signature

Date Signed

ACKNOWLEDGMENT AND CONSENT

TCF Manufacturing, Inc., a Florida corporation, Threaded Products, Inc., a Florida corporation and Trailers & Parts Depot, Inc., a Florida corporation (collectively, the "Companies") hereby acknowledge and consent to the attached Bill of Sale and Blanket and Assignment by and between Florida Bank, N.A., as the Grantor, and MTEK International, Ltd., a Texas limited partnership ("MTEK"), as the Grantee, and hereby waive further notice with respect to the exercise by Florida Bank, N.A. and Orix Credit Alliance, Inc., respectively, of their rights as a secured party under the Uniform Commercial Code as adopted by the State of Florida.

The Companies further acknowledge and consent to the transfer and conveyance by H. Stratton Smith, III, as Trustee on behalf of the RER Land Trust No. One, of the real property located at 3804 Sydney Road, Plant City, Florida to MTEK free and clear of any leasehold rights or interests of the Companies.

The Companies waive their right to redeem Orix's and Florida Bank's collateral.

The Companies received notice from Orix and Florida Bank of the defaults on the existing debts.

Orix and Florida Bank peacefully took possession of their collateral.

The Companies acknowledge the extent and validity of Florida Bank's liens and waive any defenses thereto.

The Companies acknowledge that the method, manner, time, place and terms of the sale to MTEK are commercially reasonable and the Companies waive any argument to the contrary.

The Companies acknowledge that all of their property is encumbered by Orix's and/or Florida Bank's security interests and thus all of its property is being conveyed to MTEK.

The Companies acknowledge that the collateral is insufficient to cover the debts rightfully owed by the Companies to Florida Bank and Orix.

The Companies acknowledge that any leasehold interest in Orix's equipment has been rightfully terminated.

Dated September 27, 2000.

TCF MANUFACTURING, INC.,  
a Florida corporation

By: \_\_\_\_\_

Its: President

THREADED PRODUCTS, INC.,  
a Florida corporation

By: \_\_\_\_\_

Its: President

TRAILERS & PARTS DEPOT, INC., a  
Florida Corporation

By: \_\_\_\_\_

Its: President

## BILL OF SALE AND BLANKET ASSIGNMENT

FLORIDA BANK, N.A., a national banking association ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MTEK INTERNATIONAL, LTD., a Texas limited partnership ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and does by these presents GRANT, SELL, ASSIGN, TRANSFER, CONVEY, and DELIVER unto Grantee, all the following described properties, rights, and interests:

(a) in or arising with respect to or used in connection with the business of TCF Manufacturing, Inc., a Florida Corporation, Threaded Products, Inc., a Florida Corporation and Trailers and Parts Depot, Inc., a Florida Corporation (collectively, the "Companies") (which substantially all of the assets of the Companies were the subject of a security interest granted by the Companies in favor of Grantor and Grantor took possession of such assets in exercising its rights as a secured party under the Uniform Commercial Code as adopted by the State of Florida; provided, however cash is not being transferred), including but not limited to, all the accounts receivable, inventory, intellectual property and property, plant and equipment of the Companies as more fully described on described on Exhibit A attached hereto and incorporated herein by reference, and if not included on Exhibit A, then also including but not limited to, all of the rights, title and interest of the Grantor to and the right to use the following intellectual property: the Posi-Lube Spindle Patent (No. 5,372,434), the Hard Hat Trademark (No. 2,113,390) and the Posi-Lube Trademark (No. T09668 renewed on May 19, 1998 by The State of Florida Reference No. 698A00027975); and

(b) to the extent not covered by section (a) above, the following described properties, rights, and interests located in or on, arising with respect to or used in connection with that certain real property (the "Sydney Road Property") described on Exhibit B attached hereto and incorporated herein by reference:

(i) Grantor's right, title and interest in and to all (i) buildings, structures, improvements and fixtures located on the Sydney Road Property, (ii) systems and related equipment attached to or located upon the Sydney Road Property or on or in any of the buildings or improvements thereon, including, but not limited to, electrical systems, plumbing systems, sprinkler systems, heating systems, air conditioning systems, mechanical systems, lighting and sound systems, and ventilating, refrigerating, and incinerating systems, and (iii) other machinery, equipment, fixtures, appliances, furniture, rugs, carpet, curtains, awnings, shades, screens, drapes, keys, locks, signs, logos, art work, elevators, escalators, motors, fittings, radiators, trash receptacles, supplies and personal property of every kind and character owned by Grantor and located in or on or used in connection with the Sydney Road Property or the operations thereon;

(ii) Grantor's interest in and to all leases and other rental or occupancy agreements (written or verbal) that grant a possessory interest in and to any portion of the Sydney Road Property, all guaranties thereof, and all rights thereunder or with respect thereto, including, without limitation, rights to future payments, refundable security deposits (or other security), fees and prepaid rents (for the period after the date hereof) with respect to such all leases and other rental or occupancy agreements;

(iii) Grantor's interest in and to, to the extent assignable, all (A) maintenance, repair, service and pest control contracts (including but not limited to janitorial, security, elevator and landscaping agreements), and (B) other contracts pursuant to which services or goods are provided to the Sydney Road Property, if any, but only to the extent the Service Contracts are described on Exhibit A attached hereto, (the "Service Contracts");

(iv) Grantor's interest in and to all warranties, guaranties and bonds relating to any portion of the Sydney Road Property or the Personal Property (hereinafter defined), if any,

(v) Grantor's interest in and to all site plans, surveys, plats, maps, plans and specifications, transferable utility contracts, landscape plans, floor plans, and operations and other manuals relating to the Sydney Road Property or the Personal Property;

(vi) all rights and intangible property owned or held by Grantor or in which Grantor has an interest, if any, in connection with any of the Sydney Road Property or the operations thereon, and the right to the use thereof, including but not limited to, any claims or causes of action and the proceeds thereof, contract rights and general intangibles, Grantor's rights under governmental permits or approvals, and the right to the use of any names, logos, marks, trade marks, trade names, patents, copyrights and telephone numbers and listings employed in connection with the Sydney Road Property or the operations thereon, franchises, licenses, and certificates of occupancy, and soil, physical, environmental, asbestos and/or engineering and other inspections, reports and studies; and

(vii) all other rights, privileges and appurtenances owned by Grantor and directly used in connection with the Sydney Road Property, but excluding any Service Contracts not listed on Exhibit A attached hereto; and

(c) to the extent not covered by sections (a) and/or (b) above, all Grantor's lien rights in any and all of the Personal Property.

TO HAVE AND TO HOLD the same (the properties, rights and interests described above in (a) through (c), inclusive, being hereinafter referred to as the "Personal Property"), unto Grantee, its successors and assigns absolutely and forever, and Grantor binds itself and its successors and assigns to forever WARRANT AND DEFEND the sale and transfer of the Personal Property unto Grantee, its successors and assigns, forever against every person whomsoever claiming or to claim such herein described assets or any part thereof to the extent provided herein.

It is understood and agreed that, by its execution hereof, Grantor:

1. covenants, represents and warrants to Grantee:

(a) that Grantor shall perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Grantee may reasonably require to perfect Grantee's interest in and to the Personal Property to the same extent as the Grantor's interest in and to the Personal Property;

(b) that Grantor's taking possession of substantially all of the assets of the Companies as aforementioned was done in accordance with § 679.503, Florida Statutes (2000) and the sale of the Personal Property hereunder is done in accordance with § 679.504(3), Florida Statutes (2000); and

2. shall indemnify, defend, and hold Grantee harmless from and against:

(a) any and all liabilities or obligations of and claims against Grantor;

(b) any and all losses, damages, costs, diminution in value, or deficiencies resulting from any misrepresentation, breach of warranty, breach of covenant, or failure to perform undertakings by Grantor contained in or made pursuant to this Bill of Sale and Blanket Assignment; and

(c) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, or expenses, including attorneys' fees, incident to any of the foregoing.

3. makes no representation or warranty whatsoever concerning the Personal Property, except that Grantor is authorized to transfer title or the interest of the Grantor in and to the Personal Property and the Personal Property shall be transferred hereunder to Grantee completely free and clear of any and all liens, encumbrances, charges, claims and ownership interests of Grantor, the Companies and Orix Credit Alliance, Inc. Specifically, Grantor does not make any representation or warranty whatsoever concerning the operation of the Companies or the Sydney Road Property, the condition of the Personal Property, or the suitability of the Personal Property for the operations contemplated by the Grantee. Except as otherwise provided herein, Personal Property constituting tangible personal property is sold by Grantor "AS IS", "WHERE IS". Additionally, accounts receivable are being sold without recourse.

Notwithstanding anything herein to the contrary, the transfer hereunder by Grantor of the above described intellectual property shall be only to the extent of Grantor's interest therein. If Grantor is incapable of transferring such intellectual property completely free and clear of any and all liens, encumbrances, charges and claims of the Companies, Grantor hereby assigns to Grantee any and all right, title and interest of Grantor in such intellectual property, and Grantor further covenants, represents and warrants that Grantor shall perform, execute and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Grantee may reasonably require to perfect Grantee's interest in and to such intellectual property; provided, however the Grantor shall have no obligation to foreclose its security interest or obtain new or additional agreements from the Companies.

This Bill of Sale and Blanket Assignment and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

Grantor has caused this Bill of Sale and Blanket Assignment to be executed to be effective as of September 27, 2000.

GRANTOR:

Florida Bank, N.A.,  
a national banking association

By: 

Name: Douglas D. Tuttle

Title: President Florida Bank & Trust

211419.5

## EXHIBIT A

## List of Assets of TCF Manufacturing

Accounts Receivable - Trade  
Accounts Receivable - Officers  
Accounts Receivable - Employees  
Employee Purchases  
Accounts Receivable - Other  
Loan to EZ - AIM  
Income Tax Refund  
All Leasehold Improvements on Sydney Road Property  
Attached list of Office Equipment  
Warehouse shelving  
Dodga Datoka Pickup  
Dodge 1 Ton Truck  
Gooseneck Flatbed Trailer (2)  
Software and associated Licenses  
Electrical Buse Bar System in Sydney Road Property  
Security Deposits  
Other A/R Trailer Parts Depot  
Other A/R Threaded Products  
Investment in Subsidiary - Trailer Parts Depot  
Investment in Subsidiary - Threaded Products  
Intangible Assets  
PosiLube Patent  
Goodwill  
Prepaid Insurance  
Prepaid Loan Closing Cost  
Prepaid Other

## List of Assets of Threaded Products

Accounts Receivable  
Inventory  
Office Equipment  
Storage and Handling Equipment  
Leasehold Improvements  
Loan to TCF  
Loan to EZ- AIM  
Other A/R - Trailer Parts Depot  
Other A/R - TCF MFG.

## List of Assets of Trailer Parts Depot

Accounts Receivable  
Accounts Receivable Employees  
Loan to EZ - AIM



Inventory  
Office Equipment  
Storage and Handling Equipment  
Machinery and Equipment  
Leasehold Improvements  
Security Deposits  
Other AVR - TCF MFG.  
Other AVR - Threaded Products  
Forklift  
Tire Machine  
Fax Machine  
Copier  
Cash Register  
Printer  
Security Camera System  
2 Unit Pallet Racks  
Impact Drill, Ratchet Air Drive  
Hand Tools  
10 Unit Gondoles  
Well Unit Shelving 20 Units  
Floor Jack  
5 Jack Stands  
Air Compressor  
Spring Rack  
Axle Rack

## Office Equipment Inventory

Item	Quantity	Notes
Battery backups	15	
Bookcase	8	
Calculators	19	
Camera, digital	1	
Cellular phones/radios	14	
Chairs, conference	23	
Chairs, desk	28	
Chairs, folding		
Computer modem, external	2	
Computers, personal	24	
Computers, scanner	1	
Computers, server	1	
Copy machines	4	3 leased, 1 owned
Desks	16	
Fax machines	4	
Filing cabinets	48	4, 3, and 2 drawer
Laminator	1	Rented
Lamps, desktop	2	
Lamps, table	1	
Microwave oven	5	
Paper cutter	2	
Postage machine	1	
Printers	16	
Projectors	1	
Refrigerator	1	
Safe, fireproof	2	
Shedders	1	
Shelves, metal	5	
Table, computer/printer	8	
Table, conference	1	
Table, drafting	1	
Table, folding	1	
Telephones, desktop	24	
Telephones, system	1	
Time clock, electronic	3	
TV w/VCR	1	
Typewriters	3	
Vacuum	1	
Vehicles, trailers	3	
Vehicles, truck	3	

EXHIBIT B  
Legal Description

Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 1, Township 29 South, Range 21 East in HILLSBOROUGH COUNTY, Florida; run thence South  $37^{\circ}46'56''$  East a distance of 63.6 feet to the point of beginning; thence North  $52^{\circ}17'40''$  East a distance of 1,057.40 feet to the Westerly right-of-way of a 46.0 foot Seaboard Coast Line Railroad Easement; thence South  $43^{\circ}59'10''$  East along said right-of-way a distance of 227.57 feet to a point of curvature of a curve concave to the Northeast; thence along the arc of said curve a distance of 75.37 feet through a central angle of  $10^{\circ}36'20''$  having a radius of 497.47 feet subtended by a chord of 75.30 feet, bearing South  $49^{\circ}17'20''$  East, thence South  $52^{\circ}17'40''$  West a distance of 200.00 feet; thence South  $37^{\circ}42'20''$  East a distance of 200.00 feet; to the Northerly right-of-way of Sidney Road; thence South  $52^{\circ}17'40''$  West along said right-of-way a distance of 897.00 feet; thence North  $37^{\circ}42'20''$  West a distance of 500.00 feet to the Point of Beginning.