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07-18-2001

Docket No.:

2004.222



Tab settings

To the Honorable Commissioner of Patents

101779328

ched original documents or copy thereof.

1. Name of conveying party(ies):

Collegetville/Imagineering, L.P.

6-28-61

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

Name: Rubie's Costume Co., Inc.

Internal Address:

Street Address: One Rubie Plaza

City: Richmond Hill State: NY ZIP: 11418

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

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

Execution Date: 2/8/96

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,130,514

Additional numbers Yes No

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

6. Total number of applications and registrations involved: 1

Name: Andrew S. Langsam, Esq.

Internal Address:

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

Street Address: Levisohn, Lerner, Berger & Langsam

8. Deposit account number:

757 Third Avenue, Suite 2400

02-2105

City: New York State: NY ZIP: 10017

07/17/2001 J2ALLAH2 00000012 1130514

DO NOT USE THIS SPACE

01 FC:481

40.00 00

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.

Andrew S. Langsam -Reg. No. 28,556

6/26/01

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

TRADE MARK

REEL: 002330 FRAME: 0415

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of February 8, 1996, by and between Collegeville/Imagineering, L.P., a Delaware limited partnership ("CI") ("Seller"), and Rubie's Costume Co., Inc., a New York corporation ("Purchaser").

RECITALS

A. Seller was engaged in the business of manufacturing, marketing and selling costumes, masks, make-up and other costume accessories.

B. Seller has experienced financial difficulty.

C. Seller has filed for protection under Chapter 11 of Title 11 (11 U.S.C. § 101 *et seq.*) (the "Bankruptcy Code") by filing a petition (the "Petition") in the United States Bankruptcy Court for the District of Delaware (the "Court").

D. On January 16, 1996, Seller, pursuant to order of the Court dated December 13, 1995 conducted an "auction" seeking the highest and best offer from any prospective purchaser to purchase the Purchased Assets (as defined herein), resulting in the offer of Purchasers being identified and selected by Seller's counsel as the highest and best offer so received.

E. On the terms and subject to the conditions contained in this Agreement, Purchaser desires to purchase from Seller, as specified herein, certain assets, properties, rights and businesses relating to (i) the costume, mask and costume accessory business related to the thirteen (13) licenses (collectively, the "Licenses" and individually, a "License") which are specified on Exhibit "A" hereto (the "Licensed Collegeville Business"), conducted by Seller in various locations in and around Collegeville, Pennsylvania; (ii) the makeup, mask and costume accessory business (the "Imagineering Business") conducted by Seller in various locations in and around Phoenix, Arizona; and (iii) the imported costume, mask and costume accessory business (the "Import Business") conducted by Seller in Asia, including, without limitation, certain assets located outside of the United States. The Licensed Collegeville Business, the Imagineering Business and the Import Business are sometimes hereinafter referred to collectively as the "Business".

AGREEMENTS

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

Purchase and Sale of Assets

1.1 Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell to

Purchaser, all of the Purchased Assets (as defined herein) as of the date of this Agreement, of whatever kind or nature or wherever located. The Purchased Assets shall be sold to Purchaser free and clear of any liens, claims (including, without limitation, title claims and claims of taxing authorities), encumbrances, pledges, security interests or charges of any kind (collectively, "Claims"), other than the Assumed Liabilities (as herein defined).

1.2 Enumeration of Purchased Assets. The following assets, properties and rights of Seller (and its wholly owned subsidiary, Collegeville/Imagineering International Ltd., a Hong Kong corporation ("International")) as of the date hereof shall constitute the "Purchased Assets":

(a) all finished goods inventory and supplies and parts inventory used in, or held for sale in the conduct of, the Licensed Collegeville Business (collectively, the "Collegeville Inventory") including, without limitation, the items specified or described on Schedule "1.2(a)," and all supplies and vacuum forming equipment used in the production of the Collegeville Inventory;

(b) except for the tangible and intangible assets, properties and rights in which Sum Equities claims and in fact possesses an ownership interest and which are listed in Schedule "1.2(b)" ("Sum Equities Assets"), all tangible and intangible assets, properties and rights used in the Imagineering Business, including, without limitation, (i) all finished goods inventory, raw materials, work in process and supplies and parts inventory used in, or held for sale in the conduct of, the Imagineering Business as described or specified on Schedule "1.2(b)" (collectively, the "Imagineering Inventory"), (ii) all fixed assets used in the Imagineering Business, including, without limitation, the machinery, equipment, trucks, tractors, trailers, tools, color plates, mask and other molds, spare parts, supplies, pallet racks, office furniture, copiers, fax machines, telephone systems, computer monitors, fixtures and leasehold improvements specified or described on Schedule "1.2(b)," (iii) all advertising literature, packaging materials (including inserts), catalogs, designs, make-up formulas, software, patterns, specifications, drawings and blueprints, (iv) all trademarks, trade names, brand names, patents and other intellectual property rights, and (v) except as set forth in Section "1.3(g)," all contracts, licenses, agreements and instruments;

(c) all tangible and intangible assets, properties and rights used in the Import Business, whether owned by Seller or International, including, without limitation, (i) all finished goods inventory, raw materials and work in process and supplies inventory specified or described on Schedule "1.2(c)" (collectively, the "Import Inventory" and, together with the Collegeville Inventory and the Imagineering Inventory, the "Inventory"), (ii) all fixed assets, including, without limitation, machinery, equipment, tooling, color plates and mask and other molds, (iii) all advertising literature, packaging materials (including inserts), catalogs, designs, software, patterns, formulas, specifications, drawings and blueprints, (iv) all trademarks, trade names, brand names, patents and other intellectual property rights, (v) all contracts, licenses, agreements and instruments, and (vi) all assets located in Hong Kong, Taiwan and the People's Republic of China, as described or specified on Schedule "1.2(c)" (the "Offshore Assets");

(d) subject to Section "7.2," all trademarks, trade names, brand names and other intellectual property rights of Seller used in the Licensed Collegeville Business, including, without limitation, the name "Collegeville/Imagineering", "Imagineering" and the Seller's rights in the trademark for the "clown drawing" used in Seller's Business (the "Clown Logo"), all of which are described or specified on Schedule "1.2(d)";

(e) all advertising literature, packaging materials (including inserts), catalogs, designs, tooling, color plates, mask and other molds, formulas, software, patterns, specifications, drawings and blueprints used in the Licensed Collegeville Business described or specified on Schedule "1.2(e)";

(f) all of Seller's rights and interests, if any, under the Licenses;

(g) copies of all books and records (including, without limitation, customer lists and customer records) used in the Business;

(h) all governmental approvals and permits (including, without limitation, United States Food and Drug Administration approvals) used in the Business (collectively, the "Permits");

(i) all of Seller's rights, if any, to rent booth space ("Booth Space") at the Halloween show to be held in Chicago, Illinois in 1996, to the extent assignable to Seller; and

(j) the unfilled sales orders, if any, described on Schedule "1.2(j)" (the "Sales Orders") and the contracts and other agreements ("Other Assumed Contracts") and assets described on Schedule "1.2(j)".

1.3 Excluded Assets. Notwithstanding Sections "1.1" and "1.2" above, the Purchased Assets shall not include the following assets of Seller (collectively, the "Excluded Assets"):

(a) cash and cash equivalents on hand and in banks, other short-term investments, negotiable instruments;

(b) all accounts receivable and notes receivable;

(c) any real estate owned by Seller and Seller's rights under any real property leases or subleases to which Seller is a party;

(d) any cause of action belonging to Seller arising under the Bankruptcy Code, including, without limitation, under Sections 542, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code;

(e) Seller's mainframe computer and related computer hardware and software historically located at its facility in Collegeville, Pennsylvania;

(f) all inventory and other assets which are not used in the Licensed Collegeville Business, the Imagineering Business or the Import Business; and

(g) the licenses used in the Imagineering Business specified in Section "4.2(f)(ii)" of the Disclosure Schedule, the agreement specified in Section "4.2(f)(iv)" of the Disclosure Schedule and all agreements, contracts and commitments not described in Section "1.2" above or the schedules or exhibits hereto, including, without limitation, all of Seller's employee welfare and benefit plans.

ARTICLE II

Assumption of Liabilities

2.1 Agreement to Assume. At the Closing (as herein defined), Purchaser shall assume and agree to discharge and perform promptly when due the following (and only the following) liabilities of Seller (the "Assumed Liabilities"):

(a) Seller's liabilities for the accrued royalties through the Closing Date (collectively, "Accrued Royalties") owed to the licensors under the Licenses (including, without limitation, minimum royalties due on or prior to the Closing Date), but such liabilities shall be assumed and paid by Purchaser only to the extent the Licenses are transferred and assigned to (or if an expired License, renewed for the benefit of) Purchaser in accordance with Section "5.1(b)" hereof, and for which Purchaser receives a credit against the Purchase Price for such liabilities pursuant to and in accordance with Section "3.2(a)" hereof;

(b) liabilities for fees payable to licensors (and Gary Caplan Inc. ("GC Inc."), Seller's licensing agent) in connection with the transfer of the Licenses to Purchaser and the renewals and extensions thereof required by Purchaser pursuant to this Agreement (collectively, "Transfer and Renewal Fees"), but such liabilities shall be assumed and paid by Purchaser only to the extent the Licenses are transferred and assigned to (or if an expired License, renewed for the benefit of) Purchaser in accordance with Section "5.1(b)" hereof, and for which Purchaser receives a credit against the Purchase Price for such liabilities pursuant to and in accordance with Section "3.2(b)" hereof;

(c) any other liabilities and obligations under the executory portion of the Licenses which are transferred and assigned to (or if an expired License, renewed for the benefit of) Purchaser in accordance with Section "5.1(b)" hereof, the Sales Orders and the Other Assumed Contracts to the extent these latter contracts are transferred and assigned to Purchaser on written consent or pursuant to Court order requiring performance under such

ARTICLE IV

Representations and Warranties

4.1 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Purchaser is a corporation duly organized, existing and in good standing under the laws of the State of New York.

(b) Purchaser has full corporate power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Purchaser pursuant to this Agreement. The execution and delivery of this Agreement and Escrow Agreement by Purchaser, and the performance by Purchaser of all of its obligations hereunder and thereunder, have been duly authorized and approved prior to the date hereof by all necessary corporate action. This Agreement and the Escrow Agreement have been duly executed and delivered by duly authorized officers of Purchaser.

(c) Except for the Court's entry of the Sale Order (as defined herein) and the consent of Purchaser's senior lender (which senior lender's consent shall not be a condition to Closing), no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the transaction contemplated by this Agreement.

(d) Neither the execution and delivery of this Agreement by Purchaser, nor the consummation by Purchaser of the transaction contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Purchaser's Articles of Incorporation or By-laws, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award.

(e) Purchaser has not dealt with any person or entity who is or may be entitled to a broker's commission, finders fee, investment bankers fee or similar payment from Seller for arranging the transaction contemplated hereby or introducing the parties to each other.

(f) Purchaser will, at the time of Closing, have sufficient funds to consummate the transaction contemplated by this Agreement (assuming all of the conditions set forth in Section 6.2 have been fulfilled in all material respects by Seller).

4.2 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that, except as set forth in the schedule delivered by Seller to Purchaser concurrently herewith and identified as the "Disclosure Schedule" (each exception noted in the Disclosure Schedule being

numbered to correspond to (and applying only with respect to) the applicable paragraph of Section "4.2" to which such exception refers):

(a) Seller is a limited partnership duly organized, existing and in good standing under the laws of the State of Delaware. International is a corporation duly organized, existing and in good standing under the laws of Hong Kong. Except for the Court's entry of the Sale Order and except for any consent of Seller's limited partner ("Limited Partner Consent") which may be required under Seller's Agreement of Limited Partnership dated as of June 1, 1991 (as amended, the "Partnership Agreement") or the Delaware Revised Uniform Limited Partnership Act, as amended ("DRULPA") for transactions of the type contemplated by this Agreement, Seller has full power and authority to enter into and perform this Agreement and all documents, agreements and instruments to be executed by Seller pursuant to or in connection with this Agreement (collectively, "Seller's Ancillary Documents"). The execution and delivery by Seller of this Agreement and Seller's Ancillary Agreements, and the performance by Seller of all of its obligations hereunder and thereunder, have been duly authorized and approved prior to the date hereof by all necessary partnership and corporate action (except for the Limited Partner Consent, if required). This Agreement has been, and Seller's Ancillary Documents will be, duly executed and delivered by duly authorized officers of Seller's general partner. Seller has no subsidiaries or equity interests in any entity except International. International is a wholly owned subsidiary of Seller.

(b) Except for the Court's entry of the Sale Order and the Limited Partner Consent, if required, no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery of this Agreement and Seller's Ancillary Documents and the consummation by Seller of the transaction contemplated by this Agreement and Seller's Ancillary Documents. Except as noted above, neither the execution and delivery by Seller of this Agreement and Seller's Ancillary Documents, nor the consummation by Seller of the transaction contemplated hereby and thereby, will conflict with or result in a breach of any of the terms, conditions or provisions of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or any governmental authority or of any arbitration award, in each case to which Seller is subject or by which Seller is bound, which conflict or breach could have a material adverse effect on Seller, the Business, the Purchased Assets or the transaction contemplated by this Agreement, or which could result in any liability of Purchaser.

(c) To the best knowledge of Seller, Section "4.2(c)" of the Disclosure Schedule contains a true, correct and complete list and description of the following information as of, and for each of Seller's fiscal years ending December 31, 1993 and 1994, and as of and for the ten (10) month period ending October 31, 1995: (i) net sales made pursuant to (and under the authority granted by) each of the Licenses; (ii) total net sales of the Business; and (iii) royalty payments made pursuant to or in connection with the Licenses.

(d) Section "4.2(d)" of the Disclosure Schedule contains a true, correct and complete list and description, as of the date hereof, of: (i) all Inventory included in the Purchased Assets and the number of items in each category of such Inventory (except that, as described in the Disclosure Schedule, certain Inventory with a value not exceeding \$75,000 in the aggregate may have been sold between October 15, 1995 and the date hereof); (ii) all locations of such Inventory and the names of third parties, if any, storing or holding such Inventory; (iii) a list of all manufacturers, vendors and agents used by Seller in the Import Business (collectively the "Foreign Vendors") and locations of such Foreign Vendors; (iv) the relationships between Seller (or its agent(s)) and all Foreign Vendors; (v) the locations of all assets used in the Import Business, the Imagineering Business and the Licensed Collegeville Business; (vi) the total liabilities and obligations of Seller owed to each Licensor in respect of Accrued Royalties and the aggregate minimum or guaranteed royalties remaining to be paid under each of the Licenses; (vii) the total liabilities and obligations owed to each Foreign Vendor; and (viii) all assumed names used by Seller in the Business.

(e) Seller has good title to and, subject only to the Court's entry of the Sale Order, the power to sell the Purchased Assets, free and clear of any Claims.

(f) Section "4.2(f)" of the Disclosure Schedule correctly and completely lists all (i) contracts, leases, sub-leases, agreements and licenses to which Seller is a party and which are used in or necessary for the operation of the Business (collectively, the "Material Contracts") including, without limitation, all licenses or technology agreements necessary for Seller (or authorizing Seller or granting Seller rights) to sell, in the ordinary course of business, any inventory or other assets included in the Purchased Assets, and (ii) the permits and governmental approvals used in or necessary for the operation of the Business ("Material Permits"). Complete and accurate copies of all Material Contracts and Material Permits have previously been delivered to Purchaser.

(g) Except as described in Section "4.2(g)" of the Disclosure Schedule, there is no litigation or proceeding, in law or in equity, pending against or affecting Seller with respect to the Business and there are no proceedings or governmental investigations before any commission or other administrative authority, pending against or, to the best of Seller's knowledge, affecting Seller with respect to the Business. To the best of Seller's knowledge, there is no claim, litigation or proceeding (in law or equity), or governmental proceeding or investigation anticipated or threatened against or affecting Seller with respect to products liability matters involving Seller or its products, or the quality of or absence of defects in any products or services sold or provided in connection with the Business.

(h) Section "4.2(h)" of the Disclosure Schedule identifies all of the following which are used in the Business: (i) all trademarks, service marks, trade names, trade dress and the like, including all common law marks (collectively, together with the associated goodwill of each, "Trademarks"), together with information regarding all registrations and pending applications to register any such rights, (ii) all copyrights and all registrations of and

applications to register copyrights and (iii) all foreign and U.S. patents and registrations of and applications to register patents. The items in clauses (i) and (iii) above are referred to herein collectively as the "Intellectual Property". Seller is the owner of or duly licensed to use the Intellectual Property. To the best of Seller's knowledge, (w) no other firm, corporation, association or person claims the right to use in connection with similar or closely related goods and in the same geographic area any mark which is identical or confusingly similar to any of the Trademarks (x) no third party asserts ownership rights in any of the Intellectual Property (y) Seller's use of the Intellectual Property does not infringe any right of any third party and (z) no third party is infringing any of Seller's rights in any of the Intellectual Property.

(i) Seller has not dealt with any person or entity who is or may be entitled to a broker's commission, finders fee, investment bankers fee or similar payment from Purchaser for arranging the transaction contemplated hereby or introducing the parties to each other.

(j) Except for the Sum Equities Assets, and except as set forth in Section "4.2(j)" of the Disclosure Schedule, to the best of Seller's knowledge, the Purchased Assets include all assets used by Seller in the conduct of the Import Business and the Imagineering Business and necessary for Purchaser to conduct such businesses in the same manner as Seller. The Purchased Assets include all inventory relating to, used in or held for sale in the conduct of, the Licensed Collegeville Business.

ARTICLE V

Conduct Prior to the Closing

5.1 General. Between the date hereof and the Closing Date:

(a) Prior to the Closing, the parties hereto shall identify the books and records of Seller which pertain to both the Business and other businesses of Seller (the "Shared Records") and determine which of the Shared Records shall be kept by Seller and which shall be kept by Purchaser. To the extent Shared Records are to be retained by Seller, Purchaser shall receive copies of all such Shared Records. Seller shall give to Purchaser's officers, employees, attorneys, consultants, accountants and lenders full access to all of the properties, books, contracts, documents, records and personnel of Seller pertaining to the Business (including, without limitation, the Shared Records) and shall furnish to Purchaser such available information as Purchaser may at any time and from time to time reasonably request. Without limiting the generality of the foregoing, Seller shall permit Purchaser to meet with any of the employees, agents, customers and suppliers set forth on Schedule "5.1" hereto and, with the express written consent of Seller (which shall not be unreasonably withheld), Seller's creditors and other employees, agents, customers and suppliers. Seller shall permit Purchaser to perform such other due diligence with respect to the Business and the Purchased Assets as shall be necessary and appropriate in Purchaser's judgment, and shall

rescinded, or (iv) materially affect the right of Purchaser to own, operate or control the Purchased Assets;

(d) Seller has utilized its best efforts to obtain all of the Material Consents, the Renewals, the Barney Extension and the Required Transferred Permits;

(e) The Sale Order issued by the Court on January 17, 1996 shall be final and not subject to appeal, and if any appeal of the Sale Order is pending, the appeal shall not have stayed the effect of the Sale Order, nor shall the Sale Order be subject to stay, by an order of the Court or any other court having jurisdiction to issue such stay;

(f) No Chapter 7 trustee or Chapter 11 trustee (who objects to the consummation of the transaction contemplated by this Agreement) shall have been appointed for Seller's estate on or prior to the Closing Date; and

(g) Except for a difference in value not exceeding \$25,000 in the aggregate, the levels and dollar amounts of the undamaged inventory, machinery, equipment, supplies and the other tangible assets included in the Purchased Assets as of the Closing Date shall not be less than the levels and amounts of such assets as of the date of this Agreement.

ARTICLE VII

Other Agreements

7.1 Inspection of Records. Seller and Purchaser shall each retain and make their respective books and records (which are in their possession or reasonably available to them), available for inspection by the other party, or by its duly accredited representatives, for reasonable business purposes at all reasonable times during normal business hours, for a three (3) year period after the Closing Date.

7.2 Use of Name. Subject to the last sentence of this paragraph, upon and following the Closing Date, (i) Purchaser shall have the sole right to use the name "Collegeville/Imagineering", the Clown Logo and all other intellectual property included in the Purchased Assets, (ii) Seller shall cease to use all intellectual property which is included in the Purchased Assets (including the name "Collegeville/Imagineering" and the Clown Logo), and (iii) Seller shall not transfer or attempt to transfer to any third party any intellectual property which is a Purchased Asset. Notwithstanding the foregoing, up until the date the Bankruptcy Court closes the Chapter 7 or 11 bankruptcy case filed by Seller immediately following execution of this Agreement (the "Case") pursuant to Section 350 of the Bankruptcy Code, Seller may use the name "Collegeville/Imagineering" in connection with (i) the sale of the inventory and other assets owned by Seller on the Closing Date which are not included in the Purchased Assets, (ii) the collection of accounts receivable and (iii) court filings made and any other actions taken in connection with the Case.

its rights and delegate its duties under this Agreement to a subsidiary corporation and may assign its rights under this Agreement to its lenders for collateral security purposes, and after the Closing Purchaser may assign its rights and delegate its duties under this Agreement to any third party. No such assignment shall relieve Purchaser of any of its liabilities under this Agreement.

9.8 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

9.9 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

9.10 Sales and Transfer Taxes and Fees. Except as otherwise set forth in this Agreement, or as otherwise provided by Order of the Court, Seller shall pay when due from assets other than the Purchased Assets all sales taxes and/or use taxes, real property transfer taxes and fees and all other taxes and fees on transfer of the Purchased Assets arising by virtue of the sale of the Purchased Assets to Purchaser, regardless of whether the liability for such taxes or fees is imposed by law upon Seller or upon Purchaser.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER:

COLLEGEVILLE/IMAGINEERING L.P.

By: TDC Inc. f/k/a Collegeville/Imagineering, Inc.
Its: General Partner

By: D. Samuel Copeland
Its: PRESIDENT

PURCHASER:

RUBIE'S COSTUME CO., INC.

By: Mark P. Bore
Its: _____

BILL OF SALE AND ASSIGNMENT

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Asset Purchase Agreement, dated as of February 8, 1996, by and between Collegeville/Imagineering, L.P., a Delaware limited partnership ("Seller") and Rubie's Costume Co., Inc., a New York corporation ("Purchaser") (the "Agreement"). All capitalized terms used and not defined herein shall have the same meaning as set forth in the Agreement.

Seller, for good and valuable consideration paid to it by Purchaser, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the Purchased Assets subject to the terms of the Agreement.

TO HAVE AND TO HOLD the transferred assets and agreements forever, together with all of the Seller's right, title and interest in such assets and agreements.

IN WITNESS WHEREOF, the undersigned have duly executed this Bill of Sale and Assignment on behalf of Seller as of the 8th day of February, 1996.

COLLEGEVILLE/IMAGINEERING, L.P.

By: TDC INC., f/k/a Collegeville/Imagineering, Inc.,
its general partner

By: D. Samuel Cornish
Name: D. Samuel Cornish
Title: President