

07-20-2001



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Handwritten: MIP 7/13/01

1591-137

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Petroleum Packers of Jacksonville II, Inc.

Individual Association
 General Partnership Limited Partnership
 Corporation-State-Florida
 Other _____

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

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

Name Amalie AOC, Ltd.

Internal Address: _____

Street Address: 1601 McCloskey Boulevard

City Tampa

State Florida ZIP 33605-6710

3. Name of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other BILL OF SALE

Effective: January 1, 2000

Individual (s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporate-State Florida
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

Additional name(s) & addresses(es) attached?
 Yes No

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

A. Trademark Application No.(s)
75/700,670

B. Trademark Registration No.(s)
801,672
1,189,671
528,824
1,915,937

Additional numbers attached? Yes No

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

Name: G. Franklin Rothwell

Internal Address: Rothwell, Figg, Ernst & Manbeck

Street Address: 555 13th Street, NW Suite 701 E-Tower

City: Washington

State: DC Zip 20004

6. Total number of applications and registrations involved: FIVE (5)

7. Total fee (37 CFR 3.41): \$ \$140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-135

07/19/2001 DBYRNE 00000063 75700670
 01 FC:481 40.00 DP
 02 FC:482 100.00 DP

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.

G. Franklin Rothwell G.F. Rothwell 7.13.01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and documents: SEVEN (7)

BILL OF SALE

Simultaneous with the formation of the Amalie AOC, Ltd., a Florida limited partnership ("Buyer"), Petroleum Packers of Jacksonville II, Inc., a Florida corporation ("Seller"), intends to convey its rights to or under certain assets and goodwill associated therewith (the "Assets") as more specifically described below, to Buyer. Notwithstanding the direct conveyance of the Assets by Seller to Buyer, the conveyance shall be treated as occurring as follows: Seller shall be deemed to have conveyed the Assets to its sole shareholder, Packers Acquisition Co., a Florida corporation ("PAC"). Immediately thereafter PAC shall be deemed to have distributed to its shareholders ninety-nine percent (99%) of the Assets, and immediately thereafter such shareholders shall be deemed to have transferred their pro rata share of the Assets to Buyer in exchange for interests in Buyer. PAC shall be deemed to have contributed the remaining one percent (1%) share of the Assets (it deemed to have retained ownership of) to Buyer in exchange for a one percent (1%) interest therein. The foregoing shall be accomplished by execution of this Bill of Sale transferring the Assets directly from Seller to Buyer.

For good and sufficient consideration, receipt of which is hereby acknowledged, Seller has SOLD, ASSIGNED, and TRANSFERRED and by these presents does SELL, ASSIGN, TRANSFER, and DELIVER to Buyer and its successors and assigns, effective as of January 1st, 2000, all of Seller's rights to or under all trademarks (registered and unregistered), service marks, certification marks, including the goodwill associated with all such trademarks, service marks, and certification marks, all United States and foreign trademark registrations and applications, trade names, copyrights, United States and foreign patents and patent applications, if any, including international priority rights associated therewith, and all patent and other license, trade secrets, inventions, and royalties and rights to sue for past infringements, including, without limitation, those items listed or otherwise described on Exhibit A attached hereto.

Seller hereby authorizes Buyer, its successors and assigns, to take any appropriate action in connection with any of these rights, claims, causes of action, and property, in the name of Seller or in its own or any other name, but at its own expense.

TO HAVE AND TO HOLD these assets and the goodwill associated therewith to and for its or their use forever.

Any individual, partnership, corporation, or other entity may rely without further inquiry upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Bill of Sale or to the authenticity of any copy, conformed or otherwise, hereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by its President and Secretary and its corporate seal to be affixed hereto on the date first written above.

ATTEST:


Name: Anthony J. Barkett, Secretary

SELLER:

Petroleum Packers of Jacksonville II, Inc.,
a Florida corporation

By: 
Harry J. Barkett, President

EXHIBIT A

EXHIBIT A
AMALIE TRADEMARKS

COUNTRY	MARKS	Reg. No./Serial No.	Reg. Date/Filing Date
ARGENTINA	AMALIE	1,237,108	June 16, 1987
	AMALIE	1,237,110	June 16, 1987
	AMALIE	SN 1,228,873	February 26, 1980
AUSTRALIA	AMALIE	A 396295	February 23, 1984
BAHAMAS	AMALIE	11,212	May 3, 1989
BENELUX	AMALIE	30,037	May 12, 1971
	SYNPLUS	559,533	November 8, 1994
BOLIVIA	AMALIE	C 44971	July 25, 1986
BRAZIL	AMALIE	006171885	December 10, 1985
CANADA	AMALIE	TMDA/47293	September 3, 1929
CHILE	AMALIE & Design	355,235	May 17, 1990
	SYNPLUS	SN 293,678	December 7, 1994
CHINA	AMALIE	226,497	May 15, 1985
COLOMBIA	AMALIE	122846	March 7, 1986
	AMALIE	122845	February 24, 1986
COSTA RICA	AMALIE	63,954	June 27, 1984
	SYNPLUS	91,575	
CYPRUS	AMALIE	24,195	October 8, 1980
DOMINICAN REPUBLIC	AMALIE	36,412	November 15, 1983
ECUADOR	AMALIE	2058/92	April 22, 1992
	AMALIE	807/93	July 9, 1992
EGYPT	AMALIE	62984	April 14, 1987
EUROPEAN COMMUNITY	AMALIE	SN 233,023	April 1, 1996
FINLAND	AMALIE	92004	March 5, 1985
FRANCE	AMALIE	1 259 166	January 31, 1984
GREAT BRITAIN	AMALIE	B 929,660	August 20, 1968
GREECE	AMALIE	17416/17425	April 25, 1951
GUATEMALA	AMALIE	84949	July 22, 1997
HAITI **	AMALIE	41/119	December 11, 1998
HONDURAS	AMALIE	7300	June 8, 1956
HONG KONG	AMALIE	1200 of 1985	February 21, 1984
INDIA	AMALIE	152,133	December 28, 1966
INDONESIA	AMALIE	190 187	January 12, 1985
ISRAEL	AMALIE	57083	September 5, 1983
ITALY**	AMALIE	MI98C006964	July 10, 1998
JAPAN	AMALIE	188352	October 18, 1965
	SYNPLUS	SN 117709/94	

**Registration has lapsed but is being renewed by Seller prior to Closing.

EXHIBIT A
(continued)

AMALIE TRADEMARKS

COUNTRY	MARKS	Reg. No./Serial No.	Reg. Date/Filing Date
LEBANON	AMALIE	45674	June 14, 1984
MALAYA	AMALIE	M/22534	March 7, 1960
NETHERLANDS ANTILLES	AMALIE	13,055	November 21, 1983
NEW ZEALAND	AMALIE	148,679	August 31, 1983
NICARAGUA	AMALIE	5,264 C.C.	July 20, 1976
NIGERIA	AMALIE	44867	July 26, 1991
NORWAY	AMALIE	120,036	February 7, 1985
PANAMA	AMALIE	036629	March 28, 1985
PARAGUAY	AMALIE	110,576	September 17, 1984
PERU	AMALIE	31869	October 17, 1990
PHILIPPINES	AMALIE	41175	September 12, 1988
PORTUGAL*	AMALIE	SN 314,657	January 3, 1996
PUERTO RICO	AMALIE	24048	June 30, 1982
	AMALIE	24130	June 30, 1982
RUSSIA	AMALIE	75871	August 6, 1984
SINGAPORE	AMALIE	16102	March 6, 1960
SOUTH KOREA	AMALIE	102765	July 10, 1984
SPAIN**	AMALIE	2,135,879	January 9, 1998
SWEDEN	AMALIE	64,481	June 4, 1968
	SYNPLUS	304,193	
SWITZERLAND	AMALIE	389,423	April 26, 1991
TAIWAN	AMALIE	470966	February 1, 1990
	SYNPLUS	627,556	
	AMALIE and Chinese Characters & Design	111272	March 1, 1979
TRINIDAD/ TOBAGO	AMALIE	12,863	December 10, 1984
UNITED STATES	AMALIE	801,672	January 11, 1966
	AQUA-SONIC SHIELD	1,189,671	February 16, 1982
	BETTER THAN IT HAS TO BE	Serial No. 75/700,670	Filed May 7, 1999
	X-I-O	528,824	August 8, 1950
	PRO TURBO	1,842,251	June 28, 1994
	SYNPLUS	1,915,937	September 5, 1995

*Disputed Trademark/Service Mark legal action in progress (to be assumed by Buyer)

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EXHIBIT A
(continued)

AMALIE TRADEMARKS

URUGUAY	AMALIE	144,923	January 26, 1988
	AMALIE	263,539	June 27, 1983
	AMALIE	165,702	June 30, 1981
	SYNPLUS	273,763	
VENEZUELA	AMALIE	13,126	August 21, 1956
UNREGISTERED MARKS	IMPERIAL		
	ELIXIR		
	SUPER XLO		
	AMATRAN		
	PRO		
	ALL-CLIMATE 150		
	ALL TRAC 245		
	ALL WEATHER		
	800 MANUAL TRANSMISSION FLUID		
	SMG		
	MPG		
	MPG LS		
	LS AXLE		
	FILMSPRAY		
	AQUASONIC SHIELD		
	PRO 2000		
	AMALIE.COM (domain name)		
	AMA		
	HEAVY DUTY PLUS		
	LOW TEMP		
	XLO TURBO		
	BLUE HI-TEMP		
	HI-TEMP		
	MP EP LITHIUM		
	NA-2 WHEEL BEARING		
	TRIVIS		
	ALAS		