

08-03-2001

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 12886.17US01

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101799319

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

1. Name of conveying party(ies):

International Specialty Products, LLC
7-27-01

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of
 Other: Limited Liability Corporation

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

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

Auto Ventshade Company
655 Raco Drive
Lawrenceville, GA 30045

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be separate document from Assignment)

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Receiver's Bill of Sale

Execution Date: June 12, 2001

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

A. Trademark Application No.(s)/ Mark(s)
75/556,790

B. Trademark Reg. No.(s)/Mark(s)

Additional numbers attached? Yes No

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

Name: Scott W. Johnston
 Address: MERCHANT & GOULD P.C.
 P.O. Box 2910
 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: One (1)

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Scott W. Johnston
 Name of Person Signing

Scott W. Johnston
Signature

7-25-01
Date

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

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK
REEL: 002339 FRAME: 0590

RECEIVER'S BILL OF SALE

I, Diane Finkle, in my capacity as the duly appointed Permanent Receiver of International Specialty Products, LLC, by the authority vested in me by Order of the Providence County Superior Court of the State of Rhode Island entered on the 12th day of June, 2001, in the Receivership proceeding pending before that Court, docketed as P.M. No. 01-2124, in consideration of \$45,000.00 paid by Auto Ventshade Company, the receipt of which sum is hereby acknowledged, do hereby convey and assign to Auto Ventshade Company, free and clear of all liens and encumbrances, all of my right, title and interest as said Permanent Receiver in and to all machinery and equipment, raw materials and work-in-process, computer hardware and software, office equipment, handling and shipping equipment, furniture, trade fixtures, molds, tools and dies that do not bear the proprietary logos or patterns of a customer, patents, trademarks, customer lists, and corporate name and trade names, if any, of International Specialty Products, LLC located at its places of business at 15 Francis Street and 500 Wood Street, Building #50, Bristol, Rhode Island (the "Assets").

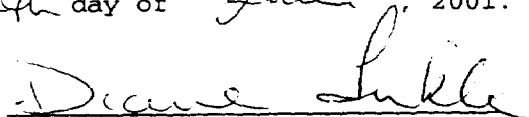
This sale is made without any representations or warranties whatsoever, including but not limited to, any representations or warranties concerning quantity, quality, durability, condition, merchantability, fitness for any purpose, or any other aspects of said Assets, and all said Assets are sold "as is" and "where is."

Expressly excluded from the sale of the Assets are the following assets of International Specialty Products, LLC: all accounts receivable, all finished goods, all leased personal property, all molds, tools and dies bearing any proprietary logos or patterns of any customers and/or owned by any customers, including but not limited to those molds, tools, and dies identified on the List of Excluded Molds, Tools and Dies annexed hereto, any and all cash, all tax refunds of any kind or nature due and owing from any taxing authorities, pre-paid deposits, unearned insurance premiums, any claims or rights under any life insurance policies or any other insurance policies, choses-in-action not

customarily available in the trade or industry, and any and all claims of any kind or nature of the Receiver or the Receivership Estate of International Specialty Products, LLC against any stockholder, officer, director, employee, or other insider of said corporation, including but not limited to any and all claims against any such parties for breach of fiduciary duties, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances or breach of duty to the said corporation and/or its creditors, and the proceeds of any of the foregoing Excluded Assets.

Notwithstanding anything herein to the contrary, the person executing this instrument in her representative capacity as Receiver shall not be personally liable.

Witness my hand this 24th day of June, 2001.



Diane Finkle, as and only as
Receiver of International
Specialty Products, LLC, and
not individually

ACCOUNT	Molds	MODEL	
AG	20	Aztek	General Motors
AG	21	Aztek/Rondezvous	General Motors
AG	46	Escalade	General Motors
AG	47A	Escalade	General Motors
AG	47B	Escalade	General Motors
AG	48	Bravada (GMT360)	General Motors
AG	49	Chevy-Envoy (GMT360)	General Motors
AG	50	Chevy-Trailblazer (GMT360)	General Motors
AG	51	GMT-360	General Motors
AG	52	Rondezvous	General Motors
AG	53	Rondezvous	Mercedes
AM	30,31	M-Class, MY' 00	Mercedes
AM	32,33,34	M-Class, MY' 00	Mercedes
AM	35,36	CL500, MY' 00	Mercedes
AM	37,38	S-Class, MY' 00	Mercedes
AM	39	SLK, MY' 01	Mercedes
AM	44,45	C-Class, MY' 01	Toyota
AT	40	Echo	Toyota
AT	41	Echo	Toyota
AT	42	Corolla	Toyota
AT	43	Corolla	Toyota

hist of Excluded molds, Tools and Dies