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Form PTO-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE 7



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): ICSC CORPORATION 569 Bantam Road Litchfield, CT 06759 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

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2. Name and address of receiving party(ies) International Commercial Name: Supply Corporation, LLC Internal Address: 569 Bantam Road Street Address: Litchfield City: Litchfield State: CT Zip: 06759 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other Limited Liability Corporation 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) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,244,517 Additional number(s) attached [ ] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Millen, White, Zelano & Branigan Internal Address: 2200 Clarendon Blvd. Suite 1400 Arlington, VA 22201 Street Address: Same as above City: Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 13-3402 (Attach duplicate copy of this page if paying by deposit account)

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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. Jeffrey R. Cohen Name of Person Signing Signature Date 8/2/01 Total number of pages including cover sheet, attachments, and document:

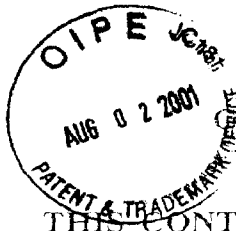
Handwritten signature of Jeffrey R. Cohen

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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## CONTRIBUTION AND EXCHANGE AGREEMENT

THIS CONTRIBUTION AND EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of this 1st day of May, 2001, by and between ICSC CORPORATION, a Connecticut corporation ("ICSC"), and INTERNATIONAL COMMERCIAL SUPPLY CORPORATION, LLC, a Connecticut limited liability company (the "LLC").

### WITNESSETH:

WHEREAS, the parties have agreed that ICSC shall transfer certain of its assets and liabilities to the LLC in exchange for the membership interest set forth in Schedule I hereto (the "Interest").

NOW, THEREFORE, in consideration of the premises, covenants, promises, warranties and representations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets.

(a) ICSC does hereby contribute, grant, transfer, convey, assign and deliver to the LLC, as of the date first above appearing, all of ICSC's right, title and interest, of whatever kind and character, in and to all of the assets of ICSC including, but not limited to, the assets listed on Exhibit A hereto (such assets are collectively referred to herein as the "Assets"). Exhibit A includes the adjusted tax basis and appraised market value of the Assets.

(b) The foregoing assignment shall not be effective with respect to any contract which, by its terms, may not be assigned without the prior consent of the landlord or other party, until ICSC has obtained a written consent from such landlord or other party; provided, however, that, with respect to such contracts, ICSC agrees to take all reasonable actions to obtain such consents, provided that ICSC shall not be required to agree to increase the amount of rent or other payments due under such contracts in order to obtain such consents, and ICSC further agrees to make available to the LLC the benefits of any such assigned contract.

(c) ICSC hereby irrevocably makes, constitutes and appoints the LLC the true and lawful attorney of ICSC, with full power of substitution, for and in the name and stead of ICSC but on behalf and for the benefit of the LLC, to demand and receive from time to time any and all property, tangible and intangible, constituting any of the Assets and to give receipts and releases for and in respect of the same and any part thereof and, from time to time, to institute and prosecute in the name of ICSC, but at the expense and for the benefit of the LLC, any and all proceedings at law, in equity or otherwise, which the LLC may deem proper to collect, assert or enforce any claim, right or title of any kind in respect of any of the Assets and to defend and compromise any and all actions, suits or proceedings hereafter instituted in respect of any of the Assets and to do all such acts and things in relation to the Assets as the LLC shall deem desirable.

2. Assumption of Liabilities. As of the date first written above and subject to the terms and conditions herein set forth, the LLC agrees to accept the contribution of the Assets subject to the assumption of the liabilities set forth on Exhibit B hereto (the "Assumed Liabilities"). Accordingly, the LLC agrees to assume the Assumed Liabilities and become obligated to pay and discharge the Assumed Liabilities, when and as they become due and payable.

3. Issuance of Membership Interest. In exchange for the Assets and Assumed Liabilities, the LLC hereby issues the Interest to ICSC.

4. LLC Formation. ICSC shall be the initial manager of the LLC, and shall become a party to the Limited Liability Company Operating Agreement of the LLC (the "Operating Agreement") substantially in the form as set forth in Exhibit C hereto. The parties hereto agree and intend that the initial capital contributions set forth in the Operating Agreement of the LLC will be carried out simultaneously, as part of an initial capitalization of the LLC.

5. Representations and Warranties.

(a) ICSC hereby warrants and represents to the LLC that it has full power, right authority and capacity to enter into and perform this Agreement, and that its execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary action by its Board of Directors.

(b) The LLC hereby represents and warrants to ICSC that its execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary action by its manager.

6. Further Assurances. Each of the parties hereby agrees to execute and deliver from time to time, at the request of the other party, all such further instruments of conveyance, assignment, transfer, issuance, assumption and further assurance as may be reasonably required in order to vest in and confirm to the other party all of the rights, properties, liabilities and stock hereby granted, transferred, conveyed, assigned, delivered, assumed or issued.

7. Governing Law. This Agreement shall be deemed to have been executed and delivered in the State of Connecticut and shall be governed by and construed in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Connecticut.

8. Successors. This Agreement shall be binding upon the parties and their respective successors, heirs and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

INTERNATIONAL COMMERCIAL SUPPLY  
CORPORATION, LLC

By: ICSC Corporation, its Manager

By: Howard William Brebeck  
Name: Howard William Brebeck  
Its: President

ICSC CORPORATION

By: Howard William Brebeck  
Name: Howard William Brebeck  
Its: President



SCHEDULE 1

MEMBERSHIP INTEREST

ICSC will receive a 5% membership interest in the LLC as set forth on Schedule 1 of the Operating Agreement, which interest will be entitled to the rights, and subject to the obligations, set forth in the Operation Agreement.



EXHIBIT A

ASSETS

All of the business, goodwill, assets, properties and rights of every nature, kind and description, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books, records or balance sheets of ICSC, which are owned by ICSC or in which ICSC has any interest (including the right to use).



## EXHIBIT B

### ASSUMED LIABILITIES

All liabilities and obligations listed on the books, records or balance sheets of ICSC as of the date of the Agreement.

All obligations of ICSC under agreements, contracts, licenses and other arrangements referred to on Exhibit A ("Assets") to this Agreement, and entered into in the ordinary course of business to furnish goods; services and other non-cash benefits to another party after the date of this Agreement or to pay for goods, services, and other non-cash benefits that another party will furnish to the LLC after the date of this Agreement.

Assumed liabilities does not include, and ICSC shall not assume, liabilities or obligations for (i) payroll accruing prior to the date of the Agreement, or (ii) any taxes, including, but not limited to, payroll, franchise, income, sales and other taxes accruing prior to the date of the Agreement or that may be assessed in the future with respect to dates prior to the date of the Agreement.



EXHIBIT C

LLC OPERATING AGREEMENT

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RECORDED: 08/02/2001

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