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FORM PT0-1594  
1-31-92

8-607

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

8-6-2001

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof. ATTORNEY DOCKET NO.: 16128.1001-1004

1. Name of conveying party(ies):

PPI Holdings, Inc.

Individual(s)

Association

General Partnership

Limited Partnership

Corporation -- State: GA

Other

Additional names of conveying party(ies) attached?

YES  NO

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

Name: Purchasing Power, LLC.

Internal Address: 1611-D

Street Address: Ellsworth Industrial Boulevard

City: Atlanta

State: Georgia

Zip: 30318

Individual(s)

Association

General Partnership

Limited Partnership

Corporation -- State:

Other --a Georgia Limited Liability Company

If Assignee is not domiciled in the United States, a domestic representative designation is attached:

YES  NO

Additional name(s) and address(es) attached?

YES  NO

08/13/2001 BTM11 00000160 76015552

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

3. Nature of conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger	<input type="checkbox"/>	Other
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name		

Execution Date: 2/28/2001

Effective Date: 2/28/2001

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

A. Trademark Application No.(s): 76/028.720,  
76/015.552, 76/016.080 and 76/028.669

B. Trademark Registration No.(s): REGISTRATION NO.

Additional numbers attached?  YES  NO

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>NANCY K. GARDNER  <b>NEEDLE &amp; ROSENBERG, P.C.</b>          Suite 1200, The Candier Building          127 Peachtree Street, N.E.          Atlanta, Georgia 30303-1811          (404) 688-0770</p>	<p>6. Total number of applications and registrations involved: 4</p>
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7. Total fee (37 CFR 3.41): \$115.00 \$40.00 1ST MARK PER DOCUMENT/\$25.00 EXTRA MARKS

Enclosed

Authorized to be charged to Deposit Account.

\*\*\*\*\*  
 The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.  
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8. Deposit account number: 14-0629  
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(Attach duplicate copy of this form if paying by deposit account)

9. 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.

*Nancy K. Gardner* Signature-- Nancy K. Gardner August 3, 2001 Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 3

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class mail in an envelope addressed to: **BOX ASSIGNMENT**, Assistant Commissioner for Patents and Trademarks, Washington, D.C. 20231, on this 3rd day of August, 2001.

*Everardo McFarlane* EVERARDO MCFARLANE 8-3-01 Date

**GENERAL CONVEYANCE,  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This GENERAL CONVEYANCE, ASSIGNMENT AND ASSUMPTION AGREEMENT, is effective as of Feb. 23, 2001 (this "Agreement"), between PPI Holdings, Inc., a Georgia corporation ("Holdings"), and Purchasing Power, LLC, a Georgia limited liability company ("PPLC").

WHEREAS, Holdings desires to assign, transfer, convey and deliver, or cause to be assigned, transferred, conveyed and delivered, to PPLC, and PPLC has agreed to accept, and assume all obligations associated with, the Acquired Assets (as defined below) used by Holdings in connection with its business of, among other things, selling household and consumer goods to credit-challenged consumers utilizing a payroll deduction program (the "Business").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree:

1. Transfer of Assets.

a. Acquired Assets. In exchange for membership interests (collectively, the "Membership Interest") in PPLC to be issued to Holdings and PPI Incentives, LLC, a wholly owned subsidiary of Holdings, the receipt of which is hereby acknowledged by Holdings, Holdings hereby grants, conveys, assigns, transfers, sets over and delivers to PPLC, Holdings' interests in all of its assets used in the Business set forth on Exhibit "A" (being referred to herein as the "Acquired Assets"). Holdings acknowledges and agrees that the Membership Interest in PPLC shall be governed by the terms and conditions set forth in an Operating Agreement of even date herewith (the "Operating Agreement").

b. Excluded Assets. Holdings and PPLC hereby acknowledge and agree that any reference to "Books and Records" on Exhibit "A" shall not include Holdings' minute and stock record books, Bylaws and Articles of Incorporation and that such corporate records and any capital stock of Holdings shall not be included in the definition of "Acquired Assets."

2. Assignment and Assumption.

a. Contracts. Holdings hereby assigns, transfers, sets over and delivers to PPLC all of its right, title and interest in and to the contracts set forth on Exhibit "B" (being referred to herein as the "Contracts"). PPLC hereby accepts the Contracts and the assignment thereof, and assumes and agrees to perform, discharge and comply with, any

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
this 28 day of February, 2001.

PPI Holdings, Inc., a Georgia corporation

By: 

William McBryde  
President

Purchasing Power, LLC, a Georgia  
limited liability company

By: 

D. Keith Calhoun  
Chief Executive Officer

Exhibit "A"

Assets

- (i) Fixed assets, including, but not limited to, machinery and equipment, office furniture and fixtures.
- (ii) Inventory, including but not limited to inventories of raw materials, work-in-process and finished product inventories.
- (iii) All real property and equipment leases.
- (iv) All accounts receivable.
- (vi) All other tangible personal properties used or useful in the conduct of the Business.
- (vii) All patents, trademarks and other intellectual property owned or used in the conduct of the Business.
- (viii) All licenses for technology owned or used in the conduct of the Business.
- (ix) Any licenses, certificates, permits, franchises and rights reserved by any federal, state or local government authority which relate to the Business, to the extent assignable;
- (x) All equipment leases, operating agreements and other contracts, including those set forth on Exhibit B.
- (xi) All other assets and business which relate to the conduct of the Business.
- (xii) All of Seller's books and records relating to the Business or the Assets.