



FORM PTO-1618A
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10-03-2001



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**RECORDATION FORM COVER SHEET
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9-2601

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation) Document ID# _____
- Correction of PTO Error at Reel # _____, Frame # _____
- Corrective Document at Reel # _____, Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- License
- Nunc Pro Tunc Assignment (Effective Date (m/d/y): _____)
- Other: Bill of Sale

Conveying Party

Mark if additional names of conveying parties attached

- Name:
- Peter F. Korpacz & Associates, Inc.
 - The Korpacz Company, Inc.

- Execution Date (m/d/y):
- July 15, 1999
 - July 15, 1999

- Individual, citizenship _____
- General Partnership
- Limited Partnership
- Corporation, states New York and Maryland, respectively
- Association
- Other:

Receiving Party

Mark if additional names of conveying parties attached

Name: PricewaterhouseCoopers LLP
Address: 651 Franklin Turnpike, Ridgewood, New Jersey 07450

- Individual, citizenship _____
- General Partnership
- Limited Liability Partnership
- Corporation, state _____
- Association
- Other:

If document to be recorded is an assignment and the receiving party is not domiciled in the United State, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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01 FC:481
02 FC:482

**TRADEMARK
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Domestic Representative Name and Address (Enter for the first receiving party only.)

Name:

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Correspondence Name and Address

Area Code and Telephone Number: (703) 739-4900
Attorney Docket No.: T02763US0/BAS

B. Aaron Schulman
LARSON & TAYLOR LLP
1199 N. Fairfax Street
Suite 900
Alexandria, Virginia 22314

Pages: Enter the total number of pages of the attached conveyance document including any attachments. **2**

Trademark Application Number(s)

Trademark Registration Number(s)

2,238,097
2,476,021

Number of Properties: Enter the total number of properties involved. **2**

Fee Amount for Properties Listed (37 CFR 3.41) (\$40 for first, \$25 for each additional) **\$65.00**

Method of Payment:

Check enclosed.

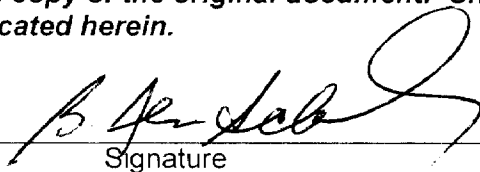
Charge Deposit Account No. 12-0555

Please charge Deposit Account No. 12-0555 for any additional fees that may be required, or credit any overpayments to same.

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. Charges to deposit account are authorized, as indicated herein.

B. Aaron Schulman
Name of Person Signing



Signature

September 26, 2001
Date Signed

BILL OF SALE

This Bill of Sale is made as of this 15th day of July, 1999 (the "Effective Date"), by Peter F. Korpacz & Associates, Inc., a New York corporation, and The Korpacz Company, Inc., a Maryland corporation (together, the "Companies"). Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement by and between PricewaterhouseCoopers LLP, a limited liability partnership registered under the laws of the State of Delaware ("PwC"), the Companies, Peter Korpacz, and Bernadette Korpacz dated as of the Effective Date (the "Asset Purchase Agreement").

- 1. Sale and Assignment of Assets.** Pursuant to the Asset Purchase Agreement, the Companies have agreed to sell and assign all of the Assets to PwC. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, the Companies do hereby sell, convey and deliver unto PwC all of each of the Companies' right, title and interest in and to these Assets.
- 2. Effect of Bill of Sale.** Nothing in this Bill of Sale shall modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.
- 3. Execution in Counterparts.** For the convenience of the parties, this Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Companies have caused this Bill of Sale to be executed as of the day and year first above written.

PETER F. KORPACZ & ASSOCIATES, INC.

By: *Peter F. Korpacz*
Name:
Title:

THE KORPACZ COMPANY, INC.

By: *Suzanne Korpacz*
Name:
Title: