

FORM PTO-1618A
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



12/27/01

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

12/31/2001 6TON11 00000171 1396020

FOR OFFICE USE ONLY

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

TRADEMARK
REEL: 002415 FRAME: 0304

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,396,020"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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.

Henry B. Ward, III

Name of Person Signing

Henry B. Ward III

Signature

11/12/01

Date Signed

FORECLOSURE BILL OF SALE

THIS FORECLOSURE BILL OF SALE (the "Bill of Sale") is made and executed this 16th day of July, 2001, by CAPITAL FACTORS, INC., a Florida corporation (the "Lender"), in favor of U.S. CUSTOM BLENDS, INC., a South Carolina corporation (the "Purchaser").

WITNESSETH:

For the total purchase price equal to Thirty-Two Thousand One Hundred Fifty One and 16/100 Dollars (\$32,151.16) (the "Purchase Price"), and other good and valuable consideration, the Lender does hereby bargain, sell, assign, transfer, deliver and quitclaim to the Purchaser all of the right, title and interest of Charlotte Custom Blending, Inc. (the "Debtor") in and to all of its general intangibles (including all patents, trademarks, and copyrights registered in the United States Copyright or Patent offices, together with the goodwill of the business in connection with which such trademark may be used and the royalties and other fees which become due for the use of such patents, trademarks or copyrights), and all books and records relating to the foregoing the property (hereinafter referred to as the "Property").

By the acceptance of this Bill of Sale and the payment of the Purchase Price, the Purchaser hereby acknowledges that this sale is a foreclosure sale by the Lender upon its security interest in the Property in accordance with the provisions of a Factoring Agreement and certain other loan documents, each dated on or about September 20, 1999, between the Lender, as lender, and the Debtor, as borrower, and the provisions of Part 6 of Article 9 of the Uniform Commercial Code of the State of North Carolina.

THE PROPERTY IS BEING SOLD BY THE LENDER AS IS, WHERE IS, WITH ALL FAULTS, AND THE LENDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.


This Bill of Sale shall be governed in all respects by and construed in accordance with the laws of the State of North Carolina, and may not be amended except by written agreement of the Lender.

IN WITNESS WHEREOF, the Lender has caused this Bill of Sale to be duly executed and delivered on the day and year first above written.

CAPITAL FACTORS, INC.

By:

Title:


Vice President