

01-25-2002



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Docket No.:

066866-0001

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To the Honorable Commissioner of Patents

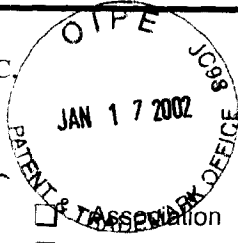
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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE BRADFORD GROUP, INC.

1-17-02



- Individual(s)
- General Partnership
- Corporation-State Alabama
- Other

Additional names(s) of conveying party(ies) Yes No

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

Name: Addiction & Mental Health Services, Inc.

Internal Address:

Street Address: 2101 Magnolia Avenue South, Suite 518

City: Birmingham State: AL ZIP: 35205

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Alabama

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 15 June 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,986,977
2,013,305

Additional numbers

Yes No

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

Name: Donald N. Huff

Internal Address:

Street Address: 1300 I Street, N.W.

Suite 300 W

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

04-2223

01/24/2002 AAHMED1 00006100 042223 1986977

DO NOT USE THIS SPACE

01 FC:484 40.00 CH
02 FC:482 25.00 CH

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.

Donald N. Huff

Name of Person Signing

Signature

17 January 2002

Date

Total number of pages including cover sheet, attachments, and



Additional receiving party:

BHS, L.L.C.
2101 Magnolia Avenue South, Suite 518
Birmingham, Alabama 35205

A limited liability company of Alabama

Additional receiving party:

BHS, L.L.C.
2101 Magnolia Avenue South, Suite 518
Birmingham, Alabama 35205

A limited liability company of Alabama

CONTRACT OF SALE

THIS CONTRACT is made at Birmingham, Alabama, as of June 15, 1998, by THE BRADFORD GROUP, INC., an Alabama corporation (hereinafter referred to as "Seller" and sometimes referred to as "BGI"), ADDICTION & MENTAL HEALTH SERVICES, INC., an Alabama corporation (hereinafter referred to as "AMHS") and BHS, L.L.C., an Alabama limited liability company (hereinafter referred to as "BHS"). Addiction & Mental Health Services, Inc. and BHS, L.L.C. are sometimes referred to herein collectively as "Purchaser".

RECITAL

Purchaser desires to purchase and receive from Seller, and Seller desires to sell and assign to Purchaser, substantially all of the assets (subject to certain exclusions hereinafter noted) owned, used, or employed by Seller related to Seller's alcohol, chemical dependency, mental health, outpatient, contract management and outreach operations (collectively, the "Business") and Purchaser has agreed to assume certain of Seller's liabilities.

THEREFORE, in consideration of the mutual promises and conditions contained in this Contract, the parties agree as follows:

1. **Sale of Assets.** The sale of the Business and assets of the Seller to be sold hereunder, and the acquisition thereof by the Purchaser, shall be effective as of 12:01 a.m. on April 1, 1998 (the "Effective Date"), subject to the respective representations, warranties and agreements of the parties and conditions contained herein. Additionally, Purchaser agrees to assume certain of Seller's liabilities as hereinafter identified. The Huntsville Real Estate (as hereinafter defined) and the Oak Mountain Real Estate (as hereinafter defined) shall be purchased by BHS. All other assets shall be purchased by AMHS. The Closing shall be held on June 15, 1998 (the "Closing Date") or on such other date agreed upon by the parties hereto.

2. **Real Estate Purchase Price.** (a) The total purchase price for the real estate located in Huntsville, Alabama, and more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with the improvements located thereon (the "Huntsville Real Estate") shall be \$1.5 million and the total purchase price for the real estate located in Shelby County, Alabama, and more particularly described on Exhibit B attached hereto and incorporated herein by reference, together with the improvements located thereon (the "Oak Mountain Real Estate") (the "Huntsville Real Estate" and the "Oak Mountain Real Estate" are together sometimes hereinafter referred to as the "Real Estate") shall be \$1.5 million, in each case subject to closing adjustments customary for commercial real estate transactions of this nature in the State of Alabama. Adjustments made with respect to the Real Estate and the Parkside Facility (as hereinafter defined) shall not be made in computing the Closing Balance Sheet. At the Closing, the following items shall be adjusted and prorated between Seller and BHS on a per diem basis as of 12:01 A.M. on the Effective Date: Real estate, ad valorem and personal property taxes, and other state, county and municipal taxes, charges and assessments (special or otherwise) which may be paid in installments shall be prorated on the basis of the tax year for which the same are levied, imposed or assessed. Seller shall pay regular installments of special assessments that have become

it is determined that payments to that date were incorrect). AMHS will provide monthly reports to BGI or its designee, reporting on collections, payments, and the outstanding balances of such Factored Receivables, and shall make reasonable efforts to optimize the returns hereunder to BGI or its designee with respect to the Factored Receivables.

4. **Assets Purchased and Liabilities Assumed.** (a) The assets to be acquired shall include all assets of BGI and properties used and owned by BGI in the Business, including, without limitation, all goodwill, leased and owned real property, subject to any required landlord consents, and improvements thereon, furniture, fixtures, equipment, all trade names associated with the Business, cash, accounts and notes receivable, inventories, executory contracts and leases (unless specifically excluded by Purchaser, with BGI's approval, and set forth on Schedule 4.1 to this Contract) (the "Executory Contracts"), customer lists, claims, demands, judgments, licenses and permits (to the extent transferable), approvals, registrations, know-how, technology, intellectual property (including software), technical documentation and related agreements, all records of the Business (including patient, medical and clinical records) all as more particularly set forth in Schedule 1 and related schedules to the Bill of Sale (the "Transferred Assets"), except that there shall be excluded from the Assets: the assets described on Schedule 4.3 which shall not be conveyed hereunder (collectively, the "Excluded Assets").

(b) The assumed liabilities shall include only those items specifically set forth on Schedule 4.5 to this Contract.

5. **Access to Books and Records.** AMHS and BHS will grant BGI reasonable access to all corporate books and records after closing to the extent necessary to protect and promote BGI's interest and to meet BGI's legal responsibilities. AMHS and BHS will preserve such corporate books and records, and will make such books and records available to BGI or agents of BGI at all reasonable times and without cost. Each party hereto agrees to make available to the other party all books and records necessary to determine the balance sheet calculations to be determined pursuant to this Agreement.

6. **Closing Date.** The Closing shall take place at the offices of Haskell Slaughter & Young, L.L.C. at a time to be mutually agreed upon by the parties.

7. **Seller's Obligations on Closing.** At the Closing, Seller shall deliver to Purchaser all statutory warranty deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer in a form satisfactory to Purchaser's counsel, Jeffrey E. Rowell. Seller shall deliver to Purchaser all contracts, dealer franchises, and agreements, commitments, and rights pertaining to Seller's business, and other data relating to its assets, business, and operation, except its books of account and supporting records, corporate minute books, and stock transfer records of Seller. On the Closing Date, Seller shall take all steps that may be required to put Purchaser in actual possession, operation, and control of the properties, assets, and business to be transferred under this Contract.

("Licenses and Permits") required to be held by it to conduct and operate the Business in material compliance with all applicable laws and regulations and for participation in the Medicare and Medicaid reimbursement programs. Without limiting the generality of the foregoing, the Seller's facilities, equipment and operations of the Business satisfy in all material respects the applicable licensing requirements of the State of Alabama, the accreditation standards of the Joint Commission on Accreditation of Health Care Organization ("JCAHO") and the requirements for participation in the Medicare and Medicaid programs.

14. **Corporate Acts and Proceedings.** Seller represents and warrants that the sale and transfer of assets by Seller, as provided for in this Contract, have been approved and consented to by the Board of Directors of Seller and by the requisite number of holders of its outstanding capital stock, and all actions required by any applicable law or otherwise by stockholders of Seller with regard to the sale and transfer of assets by Seller have been appropriately authorized and accomplished.

15. **Seller's Title.** Seller represents and warrants that Seller has, or shall cause to be conveyed to Purchaser, good, absolute, and marketable title to all of its properties and assets being sold to Purchaser pursuant to this Contract, including, without limitation, those properties and assets reflected in the balance sheet (other than inventory that has since been sold or disposed of in the ordinary course of business) and those described or referred to in the attached exhibits; and that Seller holds those properties and assets subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction, except as set forth in the title commitments attached hereto as Schedule 15 and any other liens in favor of the Lutherans.

16. **Hill-Burton Act.** Seller has not, in connection with any of the properties that comprise the Transferred Assets, received by loans, grants or loan guarantees pursuant to the Hill-Burton Act (42 U.S.C. 291a, et seq.) Program, and the transactions contemplated hereby will not result in any uncompensated care in consideration thereof.

17. **Condition of Tangible Assets.** Seller makes no representations or warranties as to the condition of the Transferred Assets purchased hereunder. Purchaser has made its own investigation as to the condition of such assets.

18. **Patents and Similar Intangible Property.** Seller warrants and represents that Seller has no knowledge of any claim, or reason to believe that it is or may be infringing on or otherwise acting adversely to, the rights of any person under or in respect of any patent, trademark, service mark, trade name, copyright, license, or other similar intangible right; that Seller is not obligated or under any liability to make any payments by way of royalties, fees, or otherwise to any owner or licensee of, or other claimant to, a patent, trademark, trade name, copyright, or other intangible asset with respect to the use of the intangible property or in connection with Seller's conduct of its business or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of this 15th day of June, 1998.

PURCHASER:

SELLER:

ADDICTION & MENTAL HEALTH SERVICES, INC.

THE BRADFORD GROUP, INC.

By: *James W. Conard*
Its: *President*

By: *Quentin D. Conard*
Its: *Chairman*

BHS, L.L.C.

By: *James W. Conard*
Its: *Member*

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