

02-27-2002

Resubm



To the Honorable Commissioner of Patents and Trademarks

or copy thereof.

1. Name of ordering party(ies): Blue Lustre, LLC

101994611

Name and address of receiving party(ies):

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other - U.S. Bankruptcy Court, Southern District of IN, Indianapolis

Name: Blue Lustre Products, Inc.

Internal Address: _____

Street Address: 7950 Castleway Drive

City: Indianapolis State: Indiana Zip: 46250

Additional name(s) of conveying parties(ies) attached: Yes No

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Indiana

Other _____

If assignee is not domiciled in the United States, a domestic representative designation

is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Court ordered Extinguishment of Security Interest in Trademarks

Execution Date: 12/19/96

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):

1,904,878; 1,477,099; 1,351,341; 1,317,542; 1,317,655; 1,239,115; 1,219,772; 1,174,763; 1,219,651; 1,099,270; 1,099,150; 1,092,665; 0,995,519; 0,431,599; 0,925,641; 0,921,282; 0,914,416; 0,912,749; 0,850,802; 0,723,724; 0,687,364

Additional numbers attached? Yes No

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

Name: JAMES D. WOOD

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 540.00

Inclosed

Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

JAMES D. WOOD

Name of Person Signing

[Signature]

Signature

Date

Total number of pages including cover sheet:

11/30/2001 LWELLER 00000142 1904878

01 FC:481
02 FC:482

40.00 DP
500.00 DP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK

REEL: 002449 FRAME: 0714

11.28.01

11-28-01

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

In re:)	Case Nos. 95-8570 F.10-11 through 95-8571
)	
BLUE LUSTRE PRODUCTS, INC.,)	
et al.,)	Chapter 11
)	
Debtors.)	
<hr/>		Honorable Frank J. Otte

**ORDER CONFIRMING SECOND AMENDED CHAPTER 11 PLAN, AS
IMMATERIALLY MODIFIED, PROPOSED BY PREFERRED SHAREHOLDERS**

TO DEBTORS AND ALL CREDITORS AND OTHER PARTIES IN

INTEREST:

Beginning on December 16, 1996 and continuing on December 19, 1996, the Court held a hearing after notice pursuant to 11 U.S.C. § 1128, to consider confirmation of the Second Amended Chapter 11 Plan Proposed By Preferred Shareholders As Immaterially Modified (the "Plan")¹ and certain objections to the Plan (the "Objections"). A true and accurate copy of the Plan is attached hereto. The Court having examined the Plan, after hearing upon notice to all creditors and other parties in interest, hereby makes the following findings of fact and conclusions of law;

1. A copy of the Second Amended Plan was duly transmitted to all creditors and other parties in interest in accordance with this Court's Order dated November 15, 1996, together with a ballot and a copy of the Disclosure Statement For Second Amended

¹ On December 19, 1996 the Court granted the Preferred Shareholders' motion to make immaterial modifications in the Second Amended Chapter 11 Plan Proposed By Preferred Shareholders filed on November 14, 1996 ("Second Amended Plan") and that plan as so modified became the Plan pursuant to 11 U.S.C. § 1127(a).

H. The sale of the Acquired Assets (including the Assumed Contracts) to Buyer is free and clear of all restrictions on or conditions to transfer or assignment to Buyer, and is furthermore free and clear of all mortgages, security interests, liens and pledges, charges, encumbrances, equities and other claims, including claims arising under any environmental law or law relating to hazardous substances or conditions;

I. Any holder of a lien, claim or encumbrance against the Acquired Assets shall, upon request thereto by Buyer, execute and deliver full releases of such liens, claims, encumbrances, even if the holder thereof does not receive payment in full on such indebtedness. All such liens, claims, security interests, pledges, charges, encumbrances, Equities and other claims shall transfer to the Sale Proceeds;

J. Debtors are hereby authorized and directed, pursuant to Bankruptcy Code § 1142, § 363 and § 365, to take all actions necessary or appropriate to complete, enter into, implement, assume, and assign the contracts defined as the "Assumed Contracts" in the Offer and Plan, and thereafter to assign said contracts to Buyer (conditioned upon the consummation of a sale as contemplated herein). The Assumed Contracts are valid, in full force and effect, and binding upon the parties thereto subject only to the monetary defaults to be addressed pursuant to the Offer and Plan;

K. Upon the Confirmation Date, the Plan and the provisions of this Order shall be binding upon (i) the Debtors, (ii) Car Brite, (iii) any entity acquiring or receiving property under the Plan, (iv) any party to a Lease or Executory Contract of the Debtors, and (v) any holder of a Claim or Equity Interest, whether such holder has accepted the Plan.

members, officers, directors, employees, advisors and agents shall be entitled to rely upon the advise of counsel with respect to their duties and responsibilities under the Plan;

FF. The reversal or modification on appeal of any authorization pursuant to this Order or any action taken by the Debtors or Buyer in respect thereof shall not affect the validity of the Offer and Plan and the transactions contemplated thereby or any contracts, instruments, or other agreements or documents created in connection therewith, whether or not such entity knew of the pendency of the appeal, unless such actions shall have been stayed pending appeal, and all such actions taken by Buyer shall be conclusively presumed to have been made in good faith under Bankruptcy Code § 363(m);

GG. The Court shall retain jurisdiction as provided in the Plan.

HH. The terms and provisions of this Order and all agreements executed in connection herewith and as contemplated by this Order shall be binding upon and inure to the benefit of Buyer and the Debtors and their respective successors and assigns, including without limitation, any trustee hereinafter appointed as a representative of the estate herein, whether under Chapter 11 or Chapter 7 of the Bankruptcy Code.

II. The Sale as contemplated in the Offer and Plan shall occur within three business days following the entry of this Order (the "Closing Deadline"). Pursuant to Bankruptcy Code § 1129(C), if the Sale does not occur on or before the Closing Deadline, this Order shall be revoked under Bankruptcy Code § 1144 and the Debtors' First Amended Plan thereafter shall be automatically confirmed.

Dated: DEC 19 1996


UNITED STATES BANKRUPTCY JUDGE

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that, pursuant to the Second Amended Chapter 11 Plan, As Immaterially Modified, Proposed By The Preferred Shareholders dated December 19, 1996 (the "Plan") as confirmed by the Order Confirming Second Amended Chapter 11 Plan, As Immaterially Modified (the "Confirmation Order") entered December 19, 1996, by the United States Bankruptcy Court, Southern District of Indiana, Indianapolis Division in the bankruptcy cases designated In re Blue Lustre Products, Inc. et al., Case Nos. 95-8570-FJO-11 through 95-8571, for good and valuable consideration, Blue Lustre Products, Inc. and Carpet Magic, Inc. (collectively, the "Sellers"), hereby sell, convey, assign, transfer and deliver unto Blue Lustre, LLC, an Indiana limited liability company, formerly known as BL Rents, LLC, an Indiana limited liability company (the "Purchaser"), its successors and assigns, all of Sellers' right, title and interest in and to the assets of Sellers identified in the Plan as the "Acquired Assets," free and clear of all claims, liens, pledges, encumbrances and security interests of every kind as provided in the Confirmation Order. True and correct copies of the Plan and Confirmation Order are attached hereto and made part hereof as Exhibits 1 and 2, respectively. The rights and obligations of Sellers and Purchaser set forth in the Plan and Confirmation Order shall be neither limited, altered, impaired, enhanced, nor enlarged by this instrument.

Sellers hereby covenant and agree to and with Purchaser, its successors and assigns, to do, execute, acknowledge and deliver or to cause to be done, executed, acknowledged and delivered, to Purchaser, its successors and assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by Purchaser for better selling, assigning, transferring, conveying and delivering to Purchaser, its successors and assigns, of any or all of the Acquired Assets. Pursuant to the Plan and Confirmation Order, Sellers hereby assign to Purchaser any and all warranties of which Sellers are the current beneficiary concerning any of the Acquired Assets.

This instrument is subject to the terms and conditions of the Plan and Confirmation Order and shall be governed and enforced in accordance with the laws of the State of Indiana.

This Bill of Sale and Assignment shall be binding upon the successors and assigns of Sellers and shall inure to the benefit of the successors and assigns of Purchaser.

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Assignment to be duly executed and delivered effective as of the 20th day of December, 1996.

BLUE LUSTRE PRODUCTS, INC.

By: Steve Carlson

Printed: STEVEN G CARLSON

Title: President

CARPET MAGIC, INC.

By: Steve Carlson

Printed: STEVEN G CARLSON

Title: President

ACCEPTED BY:

BLUE LUSTRE, LLC, an Indiana limited liability company,
formerly known as BL RENTS, LLC, an Indiana limited liability company.

By: Tom J. Hill

Printed: Tom J. Hill

Title: President/COO



11-28-2001

U.S. Patent & TMO/TM Mail Rpt Dt: #76

ICEMILLERSM
LEGAL & BUSINESS ADVISORS

D

November 26, 2001

WRITER'S DIRECT NUMBER: (317) 236-2233
internet:wood@icemiller.com

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BOX ASSIGNMENT - FEE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on November 26, 2001

Kathi D. Batchiff
(Name of person mailing paper or fee)
Kathi D. Batchiff
Signature
November 26, 2001
Date of Signature

Re: Recordation of Judicial Extinguishment of Security Interests in Trademarks

To Whom It May Concern:

Enclosed for recordation is a Court Order from the United States Bankruptcy Court, Southern District of Indiana, Indianapolis Division, ordering the transfer of all liens, claims, security interests, pledges, charges, encumbrances, equities and other claims to the proceeds of the bankruptcy sale of assets in conjunction with the assignment recorded at the reel/frame identified below for the following marks:

<u>Registration No.</u>	<u>Mark</u>	<u>Reel/Frame</u>
1,904,878	POWER PEELER	1591/0660
1,477,099	CARPET MAGIC	1591/0649
1,351,341	RINSENVAC	1591/0660
1,317,542	RINSENVAC	1591/0660
1,317,655	RINSENVAC	1591/0660
1,239,115	CARPET MAGIC	1591/0649
1,219,772	HYDRO-SONIC	1591/0649

[Handwritten mark]

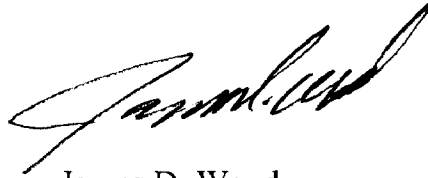
<u>Registration No.</u>	<u>Mark</u>	<u>Reel/Frame</u>
1,174,763	XYTHENOL B	1591/0660
1,219,651	EVERFRESH	1591/0660
1,099,270	BLUE LUSTRE DIRT BUSTER	1591/0660
1,099,150	BLUE LUSTRE DIRT BUSTER	1591/0660
1,092,665	CARPET MAGIC	1591/0649
0,995,519	RINSENVAC	1591/0660
0,431,599	FINA FOAM	1591/0660
0,925,641	BLUE LUSTRE CARPET & UPHOLSTERY SHAMPOO	1591/0660
0,921,282	BLUE LUSTRE	1591/0660
0,914,416	BLUE LUSTRE	1591/0660
0,912,749	BLUE LUSTRE	1591/0660
0,850,802	BLUE LUSTRE	1591/0660
0,723,724	SEAL GLOSS	1591/0660
0,687,364	EASY DUST	1591/0660

Excerpts from the Court Order are enclosed, accompanied by a cover sheet, along with a check in the amount of \$540.00 to pay the recordation fee. You are hereby authorized to charge any underpayment of fees for this filing to Deposit Account No. 09-0007. When doing so, please refer to our client number T02130-US-0 (15593.0001).

Please record this assignment at your earliest convenience. Please feel free to call the undersigned if you have any questions regarding this filing.

Respectfully submitted,

ICE MILLER

A handwritten signature in black ink, appearing to read "James D. Wood", written in a cursive style.

James D. Wood

JDW/pdr
Enclosure

cc: Mr. Timothy Davidian (w/enclosure)
903197