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TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party: Elias Arts Ltd. 508 West 26th Street, 7th Floor New York, New York 10001</p> <p><input checked="" type="checkbox"/> Corporation of New York</p>	<p>2. Name and address of receiving party: Elias Boomworks, LLC 6 W. 20th Street 3rd and 11th Floors New York, New York 10011</p> <p><input checked="" type="checkbox"/> Delaware Limited Liability Corporation</p>
<p>3. Nature of conveyance: Bill of Sale, Assignment and Assumption Agreement</p> <p>Execution Date: November 8, 2001</p>	<p>4. Trademark Registration/Application Nos.: <u>2,158,353</u>; 1,886,391; 1,737,198; 76/230,560; <u>76/120,352</u>; 76/120,351; 75/497,797; and 75/497,784</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kristen M. Walsh, Esq. Nixon Peabody LLP Clinton Square Post Office Box 31051 Rochester, New York 14603</p>	<p>6. Total number of Registrations/Applications involved: 8</p>
<p>7. Total fee (37 CFR 3.41) \$195.00</p> <p><input checked="" type="checkbox"/> \$195.00 Check is enclosed.</p>	<p>8. Deposit Account Number: 50-1804</p> <p><input checked="" type="checkbox"/> Charge any additional fees to account.</p>
<p>02/12/2002 00000120 501804 2158353 DO NOT USE THIS SPACE</p> <p>01 FC:481 40.00 DP 02 FC:482 20.00 CH 155.00 DP</p>	

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true and correct copy of an excerpt from the original document.

Kristen M. Walsh
Kristen M. Walsh

1-24-02
Date

[Total number of pages including cover sheet and agreement: 8]

EXECUTION COPY

**BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**
dated November 8, 2001 (this "Bill of Sale")
by and between **ELIAS ARTS LTD.** (the
"Contributor") and **ELIAS
BOOMWORKS, LLC**, a Delaware limited
liability company (the "Company").

WHEREAS, the Contributor, the Company and certain other parties have entered into a Contribution and Unit Purchase Agreement, dated as of August 17, 2001, and as amended by Amendment No. 1 dated as of the date hereof (the "Contribution Agreement"), relating to the purchase by the Company of the Contributed Assets (each capitalized term used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Contribution Agreement);

WHEREAS, subject to the terms and conditions of the Contribution Agreement, the Contributor shall sell, transfer, convey, assign, grant and deliver to the Company, and the Company has agreed to purchase, at the Contribution Closing, all of the Contributor's right, title and interest in and to all businesses, properties, assets, machinery, equipment, furniture, fixtures, licenses, permits, franchises, goodwill and rights of the Contributor as a going concern, of every nature, kind and description, tangible and intangible, owned or leased, wheresoever located (whether in the United States or otherwise) and whether or not carried or reflected on the books or records of the Contributor, used, held for use, or useful in connection with the operation of the business of the Contributor including all Assets set forth on Schedule A attached hereto other than the Excluded Assets (the "Contributed Assets"), and the Company has agreed to assume the liabilities set forth on Schedule B attached hereto other than the Excluded Liabilities (the "Assumed Liabilities"); and

WHEREAS, the Contributor has agreed to retain the Assets set forth on Schedule C attached hereto (the "Excluded Assets") and the liabilities and obligations set forth on Schedule D attached hereto (the "Excluded Liabilities").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contributed Assets. The Contributor hereby irrevocably sells, transfers, conveys, assigns, grants, and delivers to the Company all of such Contributor's right, title and interest in, to and under the Contributed Assets, **TO HAVE AND TO HOLD** the same unto the Company, its successors and assigns, forever.
2. Assumed Liabilities. The Company hereby assumes and undertakes and agrees from and after the date hereof to pay, perform and discharge when due the Assumed Liabilities.

3. Excluded Liabilities. The Contributor hereby agrees to pay, perform and discharge when due the Excluded Liabilities.

4. Further Assurances. The Contributor shall, at any time and from time to time after the Contribution Closing, upon the request of the Company, do, execute, acknowledge and deliver, and cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be reasonably required to sell, transfer, convey, assign and deliver to the Company, or to aid and assist in the collection of or reducing to possession by the Company of the applicable Contributed Assets, or to vest in the Company good and marketable title to the Contributed Assets, free and clear of any and all Encumbrances.

5. No Assignment. Anything contained in this Bill of Sale to the contrary notwithstanding, this Bill of Sale shall not constitute an agreement or attempted agreement to transfer, sublease, or assign any Contract, or any Proceeding or right with respect to any benefit arising thereunder or resulting therefrom, or any Permit, if an attempted transfer, sublease or assignment thereof, without the required consent of any other party thereto, would constitute a breach thereof or in any way affect the rights of the Company or the Contributor thereunder. Upon the request of the Company and subject to the terms of the Contribution Agreement, the Contributor shall use its reasonable efforts to obtain the consent of any such third party to any of the foregoing to the transfer or assignment thereof to the Company in all cases in which such consent is required for such transfer or assignment. If such consent is not obtained, the parties shall cooperate in any arrangements necessary or desirable to provide for the Company the benefits thereunder, including, without limitation, enforcement by the Contributor for the benefit of the Company (at the Company's expense) of any and all rights of the Company thereunder against the other party thereto.

6. Right of Endorsement. Effective upon the Contribution Closing, the Contributor hereby constitutes and appoints the Company and its successors and assigns the true and lawful attorney of the Contributor with full power of substitution, in the name of the Company, or the name of the Contributor, on behalf of and for the benefit of the Company, to collect all accounts and notes receivable and other items being sold, transferred, conveyed and assigned to the Company as provided herein, to endorse, without recourse, checks, notes and other instruments constituting or relating to the Contributed Assets in the name of the Contributor, to institute and prosecute, in the name of the Contributor or otherwise, all Proceedings which the Company may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Contributed Assets, to defend and compromise any and all Proceedings in respect of any of the Contributed Assets and to do all such acts and things in relation thereto as the Company may deem advisable. The foregoing powers are coupled with an interest and shall be irrevocable by the Contributor, directly or indirectly, whether by the dissolution of the Contributor or in any manner or for any reason.

7. Notices. All notices provided for or permitted hereunder shall be made as set forth in Section 12.6 of the Contribution Agreement, which is incorporated herein by reference.

8. Contribution Agreement. This Bill of Sale is being given pursuant to the Contribution Agreement and is subject to and entitled to the benefits and conditions of the Contribution Agreement. In the event of any conflict between this Bill of Sale and the Contribution Agreement, the Contribution Agreement shall prevail.


9. Governing Law. This Bill of Sale shall be construed in accordance with and governed by the laws of the State of New York. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to jurisdiction exclusively in the courts of the State of New York for any litigation arising out of or relating to this Bill of Sale and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Bill of Sale or the transactions contemplated hereby in the courts of the State of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

10. Counterparts. This Bill of Sale may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile counterpart signatures to this Bill of Sale shall be acceptable and binding.


* * * * *

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Bill of Sale, Assignment and Assumption Agreement on the day and year first above written.

ELIAS BOOMWORKS, LLC

By:  x
Name:
Title:

ELIAS ARTS LTD.

By:  x
Name:
Title:

Schedule AContributed Assets

The term "Contributed Assets" includes, without limitation, the Contributor's right, title and interest in and to all Assets of the Contributor as a going concern, of every nature, kind and description, tangible and intangible, owned or leased, wheresoever located (whether in the United States or otherwise) and whether or not carried or reflected on the books or records of the Contributor, used, held for use, or useful in connection with the operation of the Business (other than the Excluded Assets), ~~wherever located, as the same shall exist on the Contribution Closing Date, including,~~ without limitation, all of the following:

1. Inventory. All inventories, materials and supplies, including all raw materials, work-in-progress and finished goods held for use, or useful, by or for the Contributor, together with all replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Contribution Closing Date;
2. Tangible Personal Property. All fixed and tangible personal property used, or held for use, or useful, by or for the Contributor in connection with the business of the Contributor including all physical Assets together with all replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Contribution Closing Date;
3. Real Property. All land, buildings, improvements, fixtures, and other real property owned by the Contributor, and all leaseholds and other interests in real property and the buildings and improvements thereon and appurtenances thereto, including easements, variances, air rights and the like, and all security deposits with respect to any of the foregoing, used, or held for use, or useful, by or for the Contributor;
4. Agreements. All right, title and interest of the Contributor in and to the Contracts existing and in effect on the Contribution Closing Date to which the Contributor is a party, all rights of the Contributor to revenues which have not been billed for prior to the Contribution Closing Date which become due thereafter under the Contracts, all rights under all confidentiality and indemnification agreements in favor of the Contributor and all outstanding offers, bids, or proposals by the Contributor to enter into any of the foregoing;
5. Intangibles. All right, title and interest of the Contributor in and to all trademarks, telephone numbers and listings, computer software, technical drawings, specifications and data, confidential or proprietary information and other intangible property, rights and interests of whatever nature, used, or held for use, or useful, by or for

the Contributor and all other Intellectual Property Rights (including without limitation those listed on Schedules 6.13(a) and 6.13(b) of the Contribution Agreement) and applications for any of the foregoing, and all goodwill associated with any of the foregoing;

6. All Claims. All Claims in favor of the Contributor, other than any Claims which relate to the Excluded Assets or the Excluded Liabilities;
7. Warranties and Guarantees. All warranties and guarantees received from vendors, suppliers, or manufacturers, other than any warranties and guarantees which relate to the Excluded Assets or the Excluded Liabilities;
8. Employee Insurance. All rights with respect to unemployment, workers' compensation other similar insurance reserves, in each case relating to employees of the Contributor who become employees of the Company;
9. Rights against Third Parties. All rights, recoveries, refunds, counterclaims, rights to offset, other rights, choses in action and Proceedings (known or unknown, matured or unmatured, accrued or contingent) against third parties (including, but not limited to, all warranty and other contractual claims (express, implied, or otherwise) against third parties), other than any of the foregoing which relate solely to the Excluded Assets or the Excluded Liabilities;
10. Insurance Proceeds. All insurance proceeds derived from loss, damage or destruction of or to any Assets of the type described in paragraphs (1) through (3) above or any of the other Contributed Assets, to the extent not utilized prior to the Contribution Closing Date to repair or replace the lost, damaged or destroyed items, other than any insurance proceeds with respect to the Excluded Assets or the Excluded Liabilities;
11. Business Records. All reports, statements, books, financial records, marketing data, technical information, research and development information, manuals, computer programs, tapes and software, business and personnel records, lists of vendors or other suppliers, customer lists and any other information in tangible form, used, or held for use, or useful, by or for the Contributor in connection with or relating to any of the Contributed Assets;
12. Goodwill. All of the Contributor's goodwill and going concern value;
13. Prepaid Items. All right, title and interest in and to all security deposits and prepaid items relating to any of the Contributed Assets;

14. Receivables. All accounts and notes receivable of the Contributor;
15. Insurance Premiums. All unearned insurance premiums, other than unearned insurance premiums with respect to the Excluded Assets or the Excluded Liabilities;
16. Membership Interests. All membership interests of Elias Studios, LLC held by the Contributor; and
17. Cash. All cash, cash equivalents or similar type investments of the Contributor, such as certificates of deposit, Treasury bills and other marketable securities on hand and/or in banks.