

03-29-2002



102035619

**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

3.12.02

☐ 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

☐ Other

Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Bank One, Kentucky, NA

Execution Date
Month Day Year
12-3-2001

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Kentucky

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Contractorshaven.com, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 12611 Townepark Way

Address (line 2)

Address (line 3) Louisville

City

KY

State/Country

US

40243

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Kentucky

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.)

FOR OFFICE USE ONLY

03/28/2002 TD/AZ1 00000100 1894968

01 FC:481

02 FC:482

40.00 DP
25.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 002471 FRAME: 0005

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1894968"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1895907"/>	<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.

Carolyn Laugherty

Name of Person Signing


Signature

Date Signed

SPECIAL WARRANTY BILL OF SALE

IN CONSIDERATION of the sum of \$1,000,000, the receipt and sufficiency of which is hereby acknowledged, **BANK ONE, KENTUCKY, NA** ("Seller"), does hereby sell and transfer to **CONTRACTORSHEAVEN.COM, INC.** ("Buyer"), whose address is 12611 Townepark Way, Louisville, Kentucky 40243, the following described personal property (the "Property"). All capitalized words used in this Special Warranty Bill of Sale but not specifically defined herein shall have the respective meanings stated for them in the Order Authorizing Sale of Collateral entered on October 18, 2001 by the Jefferson Circuit Court in an action styled Bank One, Kentucky, NA v. GenTec Equipment Company, et al., Case No. 00-CI-07263, as amended by the Order of November 13, 2001 (the "Sale Order").

All inventory, chattel paper, accounts, equipment and general intangibles owned by the Debtors (with the exception of U.S. Trademark Registration No. 2,387,140 for the trademark "First Thermal Systems" (the "Trademark") and the items described in Paragraph 3(c) of the Sale Order) some of which is described in Exhibit A attached hereto and incorporated herein by reference.

All inventory, chattel paper, accounts, equipment and general intangibles transferred by the Debtors to the Additional Corporate Defendants (with the exception of the Trademark and the items described in Paragraph 3(c) of the Sale Order) described in Exhibit B attached hereto and incorporated herein by reference.

The above-described personal property was acquired by Seller in the exercise of its rights under certain Security Agreements and pursuant to the Sale Order. Seller is neither a manufacturer nor distributor of, nor a dealer or merchant in said personal property.

SELLER MAKES NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION EXCEPT THAT SELLER WARRANTS THAT IT HAS NOT TRANSFERRED, ENCUMBERED OR OTHERWISE IMPAIRED THE TITLE ACQUIRED BY IT PURSUANT TO THE SALE ORDER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE PROPERTY, WHICH IS SOLD IN AN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. By acceptance of delivery of the Property, the Buyer affirms that it has not relied on the Seller's skill or judgment to select or furnish the Property for any particular purpose, **AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.** By accepting the delivery of the Property, Buyer waives all claims relating to the condition or use of the Property, and for any proximate or consequential damages arising therefrom.

The attached Exhibits A and B are intended to provide information regarding the general description and quantity of items composing the Property and no warranty is made regarding the accuracy of any descriptions of items or the quantity of items included in the sale by Seller.

Some items of the Property may not incorporate activating mechanisms, operating safety devices or safety guards as required by OSHA or otherwise and by accepting delivery of the Property, Buyer acknowledges its responsibility that such items be so equipped before placing such items into use.

This is a final and exclusive expression of the agreement between Seller and Buyer and no course of dealing or usage of trade or cause of performance shall be relevant to explain or supplement any term expressed herein.

By acceptance of delivery of the Property, Buyer acknowledges that Buyer has either examined the Property as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

3rd IN WITNESS WHEREOF, Seller has executed this Special Warranty Bill of Sale this day of December, 2001.

BANK ONE, KENTUCKY, NA

By: Richard M. Hilson

Name: RICHARD M. HILSON

Title: OFFICER

N/A

(i) All trade names, trademarks, service marks and variations thereof utilized by Stansteel Corporation in conducting its business of selling service and replacement parts for asphalt plant equipment ("Parts Business"), together with the goodwill associated with such trade names, trademarks and service marks and the Parts Business, (ii) all customer lists, customer files, telephone numbers, sales and advertising materials, sales records, literature, technical information, trade secrets, process data, licenses and know-how relating to the Parts Business, (iii) all other intangible property which relates to the Parts Business and (iv) all of the written contracts, agreements, commitments, understandings and instruments relating to the Parts Business and all books and records relating to the Parts Business.

N/A

(i) All trade names, trademarks, service marks and variations thereof utilized by Louisville Dryer Company in conducting its business of selling service and replacement parts for industrial equipment ("Parts Business"), together with the goodwill associated with such trade names, trademarks and service marks and the Parts Business, (ii) all customer lists, customer files, telephone numbers, sales and advertising materials, sales records, literature, technical information, trade secrets, process data, licenses and know-how relating to its Parts Business, (iii) all other intangible property which relates to its Parts Business and (iv) all of the written contracts, agreements, commitments, understandings and instruments relating to the Parts Business and all books and records relating to the Parts Business.

N/A

(i) The trade name "GenTec Hotmix Parts" and all other names, trademarks, service marks and variations thereof utilized by GenTec Equipment Company in conducting its business of selling service and replacements parts for asphalt plant equipment ("Parts Business"), together with the goodwill associated with such trade names, trademarks and service marks and the Parts Business, (ii) all customer lists, customer files, telephone numbers, sales and advertising materials, sales records, literature, technical information, trade secrets, process data, licenses and know-how relating to the Parts Business, (iii) all other intangible property which relates to the Parts Business, (iv) all of the written contracts, agreements, commitments, understandings and instruments relating to the Parts Business and all books and records relating to the Parts Business, and (v) all equipment, furniture and trade fixtures owned at any time by GenTec Equipment Company, used by GenTec Equipment Company in conducting its Parts Business and located at 12611 Townepark Way, Louisville, KY 40243.

N/A

All inventory items, both new and used, including all capital equipment and replacement parts, which are currently located at 1100 Industrial Blvd., Louisville, KY, or 13117-13121 Aiken Rd., Louisville, KY, and which have been owned at any time by GenTec Equipment Company, Custom Products, Inc., Stansteel Corporation or Louisville Dryer Company including without limitation such of the following items as are currently so located:

<u>Quantity</u>	<u>Description</u>
1	Used Astec 4 bin cold feed system
1	100 ton SH silo
1	Main drag slat conveyor
1	Silo
1	Bituma-Stor drag slat conveyor
1	Used Astec 36" x 67' drag slat
1	Hot Oil Heat Exchanger
1	Hot Oil Heat Exchanger
1	Expansion Tank
1	Expansion Tank
1	Hot Oil Heat Exchanger- Canada
1	Expansion Tank
1	C2-GO-15C Combo Oil/Gas

1	Paint Sprayer
1	Overhead Crane
6	Arc Welders
1	Vertical Saw
6	Step Ladders
1	Digital Scale
4	Ladders
5	File Cabinet
5	Phones/Phone System
1	Computer Engraving Machine
5	Wood/Metal Desks
10	Chairs
1	Electrical Time System
1	Drawing File Cabinet
1	Metal Desk
21	Metal File Cabinets
1	Telephone System
8	Bolt Bins
10	Heavy Duty Saw Horses
8	Portable Carts

N/A All furniture, fixtures and equipment located at 12700 Shelbyville Rd., Ashland Building, Louisville, KY, and owned by GenTec Equipment Co.

9	Trademarks		
	• Niteowl	U.S. Registration No. 1,894,968	
	• Rap Gator	U.S. Registration No. 1,895,907	
	• GenTec	U.S. Registration No. 1,919,275	
	• GenTec (and design)	U.S. Registration No. 1,925,850	
	• GenTec (and design)	Kentucky Registration No. 11219	
	• Stansteel	U.S. Registration No. 2,009,826	
	• Louisville	U.S. Registration No. 2,258,316	
	• Louisville Drying Machinery	U.S. Registration No. 2,258,317	
	• Industrial Kiln & Dryer Company		

2	Patents		
	• Asphalt Plant for Both Continuous and Batch Operations	5,556,197	September 17, 1996
	• Method for Operating an Asphalt Plant for Both Continuous and Batch Operations	5,607,231	March 4, 1997

1 Telephone System currently installed in premises at 12700 Shelbyville Rd., Ashland Bldg., Louisville, KY 40243.

1 Ricoh Copier No. AQ 330

1 Telephone System currently installed in premises at 12611 Townepark Way, Louisville, KY 40243.

1 Telephone System currently installed in premises at 1100 Industrial Blvd., Louisville, KY 40219

1	Ricoh Copier, NO AR 697
1	Epson Stylus Color Printer, S/N AAA1184594
1	Canon Fax Machine, Model No. L-3706
1	Hewlett Packard Fax Machine, S/N MY582A304D
1	IBM Wheelwriter 1000 Typewriter

4 Tire and Trunnion Grinding Rigs