

Tab settings     ▼



102036981

To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, D.C. 20231  
Send enclosed original documents or copy thereof.

1. Name of conveying party(ies):

The Metropolitan Entertainment Co.,  
Inc.

*3-29-02*

- Individual(s)
- General Partnership
- Corporation-State-New Jersey
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: March 15, 2002

2. Name and address of receiving party(ies)

Name: Slater Entertainment LLC

Internal Address: \_\_\_\_\_

Street Address: 363 Route 46 West

City: Fairfield State: NJ ZIP: 07004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LLC - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,079,011  
2,308,591

Additional numbers attached?  Yes  No

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

Name: Mitchell Slater c/o Slater Entertainment LLC

Internal Address: \_\_\_\_\_

Street Address: 363 Route 46 West

City: Fairfield State: NJ ZIP: 07004

6. Total number of applications and registrations involved: 2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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.

Anne H. Lewallen

Name of Person Signing

*Anne H. Lewallen*

Signature

3/22/2002

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002471 FRAME: 0923**

BILL OF SALE, dated as of March 15, 2002, between THE METROPOLITAN ENTERTAINMENT CO., INC., a New Jersey corporation ("Seller"), and SLATER ENTERTAINMENT LLC, a Delaware limited liability company ("Buyer").

WHEREAS pursuant to the Asset Purchase Agreement dated as of March 15, 2002, between Seller, Buyer and Covanta Energy Corporation, a Delaware corporation and the controlling shareholder of Seller (the "Asset Purchase Agreement"), Seller has agreed to sell and transfer to Buyer the Assets (as defined in the Asset Purchase Agreement) of Seller and enter into associated ancillary agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties agree as follows:

SECTION 1. Defined Terms. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

SECTION 2. Sale of Assets. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts from Seller, effective as of the date of the Closing, all right, title and interest in and to the Assets.

SECTION 3. Excluded Assets. The parties hereby agree that Seller does not hereby sell, assign, transfer, convey or deliver to Buyer any Excluded Assets, all of which shall be retained by Seller.

SECTION 4. Obligations and Liabilities Not Assumed. Nothing express or implied in this Bill of Sale shall be deemed an assumption or agreement by Buyer to pay, perform or discharge any liabilities or obligations of Seller of any nature, kind or description whatsoever, other than those liabilities specified in the Asset Purchase Agreement as Assumed Liabilities.

SECTION 5. Counterparts. This Bill of Sale may be executed in one or more counterparts by facsimile signature, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

SECTION 6. New York Law. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its principles of conflicts of laws.

SECTION 7. Assignment. This Bill of Sale and the rights and obligations hereunder shall not be assignable or transferable by Buyer or Seller (including by operation of law in connection with a merger, consolidation or sale of substantially all the assets, of Buyer or Seller) without the prior written consent of the other parties hereto; provided, however, that (i) Buyer may assign its rights hereunder to an affiliate of Buyer without the prior written consent of Seller and (ii) Seller may assign its obligations to any affiliate of Seller to which Seller has transferred the Assets, and any such assignee shall be deemed to be the "Seller" hereunder following the date of such assignment; provided further,

however, that no assignment except pursuant to clause (ii) of the immediately preceding proviso shall limit or affect the assignor's obligations hereunder. Any attempted assignment in violation of this Section 7 shall be void.

SECTION 8. No Third Party Beneficiaries. This Bill of Sale is not intended to confer upon any person other than the parties hereto and their permitted assigns any rights or remedies hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed as of the day and year first above written.

THE METROPOLITAN ENTERTAINMENT CO.,  
INC.,

by: Scott B. [Signature]

TUR

Name:  
Title:

SLATER ENTERTAINMENT LLC,

by: [Signature] Slater

Name: Mitchell Slater  
Title: Manager

**Schedule 6.10**  
**Intellectual Property**

1. John Scher is currently conducting business under the names "Metropolitan Theatrical Entertainment Corporation" and "Metropolitan Talent" which are similar to the name used by the Seller. Additionally, the website for Mr. Scher's company, [www.metro-talent.com](http://www.metro-talent.com), contains the words "Metropolitan Entertainment" and contains the "M" and logo of the Seller.
  
2. Metropolitan has the following trademarks:
  - "Further Festival" – Registration No. 2,079,011, dated July 15, 1997
  - Metropolitan Entertainment "M" and logo – Registration No. 2,308,591, dated January 18, 2000
  
3. Metropolitan has conducted business under the following names:
  - Metropolitan Entertainment Group (assumed name)
  - Monarch Entertainment, Inc. (former corporate name)
  - John Scher Presents, Inc. (separate company that was merged with Monarch and became Metropolitan, but the name was used in NY promotions)
  - The Furthur Festival (assumed name)