

04-17-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

CREDIT MANAGER'S ASSOCIATION OF CALIFORNIA ATTN: BOB HODER 4-3-02

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

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

2. Name and address of receiving party(ies)

Name: HEADLANDS VENTURES, LLC

Internal Address:

Street Address: 1601 4TH STREET

City: SAN RAFAEL State: CA Zip: 94901

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

Other CALIFORNIA L.L.C.

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/4/99

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1736254

Additional number(s) attached Yes No

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

Name: HEADLANDS VENTURES, LLC

Internal Address: KEN MARTIN

Street Address: 1601 4th St.

City: SAN RAFAEL State: CA Zip: 94901

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

KENDRIC MARTIN Name of Person Signing

Signature

3/22/02 Date

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

04/16/2002 TDIAZ1 00000206 1736254

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40.00

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

TRADEMARK REEL: 002485 FRAME: 0254

ASSIGNMENT OF TRADEMARK

This agreement is by and between Credit Manager's Association of California, a California corporation, of Burbank, California, herein referred to as "Assignor", and Headlands Ventures, LLC, a California limited liability company, of San Rafael, California, herein referred to as "Assignee".

Assignor is the exclusive owner of that certain trademark identified as "WHEELSMITH", herein referred to as "Trademark", registered in the United States Patent Office, Registration No. 1736254, and Assignee wishes to acquire the entire rights, title and interest in said Trademark.

For good and valuable consideration, the receipt of which is hereby acknowledged and is further described in the Asset Purchase Agreement executed by and between Assignor and Assignee on October 4, 1999, Assignor does hereby irrevocably assign to Assignee all rights, title and interest in and to the Trademark, the goodwill of the business symbolized by said Trademark, along with the registration thereof, as prescribed in the above-referenced Purchase Agreement.

Date:

ASSIGNOR


Credit Manager's Association of California

By: Robert Hoder **ROBERT J. HODER, SECRETARY**

ASSIGNEE


Headlands Ventures, LLC

By: Kendric Martin



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EFFECTIVE 10/1/99 4:30 P.M. (PST)

Form 101 (7-80)

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ORIGINAL

GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 20th day of August, 1999

BY WHEELSMITH, INC., OF 2180 El Camino Real, in the City of Palo Alto, County of Santa Clara, State of California, FEDERAL TAX IDENTIFICATION NUMBER: 94-2649513

party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California, a California corporation, of Burbank, California, party of the second part, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of



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creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph *FIRST* hereinabove, Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$5,000, or a fee of 8% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

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IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: [Signature] President

By: [Signature] Vice President

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation

ROBERT J. HODER, SECRETARY

By: [Signature]

CONSENT OF DIRECTORS TO HOLD MEETING

OK

Tato Alto California
8/20 19 99

We, the undersigned, being all of the directors of the WheelSmith Inc a corporation, organized under the laws of the State of California, assembled this day at the office of the Corporation at Tato Alto, California, do hereby consent that a meeting of said directors be held at this time and place for the transaction of such business as may come before the meeting, and waive any notice of said meeting.

Paul Busch
Judith Goldsmith

MINUTES OF THE MEETING

Tato Alto California, 8/20 19 99

At a meeting of the directors of the WheelSmith Inc Corporation, held at the office of the Company at By Telephone - Tato Alto California, at 3:45 o'clock PM, the following directors were present:

Paul Busch Judith Goldsmith

Absent:

The President announced that the purpose of the meeting was to consider the financial condition of the company and the advisability of making a general assignment for the benefit of creditors.

On motion by Judith Goldsmith, seconded by Paul Busch the following resolution was adopted, to-wit:

BE IT RESOLVED:

That any two of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, in meeting assembled, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, of Burbank, California, for the pro rata benefit of all creditors of this corporation, and that any two officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation (Assignee) and they are also authorized and directed to execute and deliver to said Credit Managers Association of California, a California corporation (Assignee) such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice-President.

Paul F. Boach President of the Wheatsmith Inc Corporation, do hereby certify that the

foregoing is a true and correct copy of the minutes of the meeting of directors held in _____ at the place and hour stated and

that the resolution contained in said minutes was adopted by the directors at said meeting and the same has not been modified or rescinded.

Dated 8/20 19 99 Paul F. Boach, President

CORPORATE SEAL

CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of 346,000 shares of stock, being more than 50% of the subscribed and issued stock of Wheatsmith a corporation, do hereby give our consent to the within assignment and transfer of the property of said corporation.

NAME	SHARES HELD
<u>Freightline Partners LLC</u>	<u>346,000</u>
<u>Paul F. Boach - Member</u>	
_____	_____
_____	_____