

07-31-2002



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

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

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

1. Name of conveying party(ies): Minami International Corporation 07-29-02
Individual(s) Association General Partnership Limited Partnership
Corporation-State State of New York
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Emerald Innovations, L.L.C.
Internal Address:
Street Address: 11310 Juniper Road
City: Cleveland State: OH Zip: 44106
Individual(s) citizenship Association General Partnership Limited Partnership
Corporation-State Ohio
Other Limited Liability Corporation
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name
Other Bill of Sale/Order in Bankruptcy
Execution Date: 12/20/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,058,709; 2,191,980; 2,044,217
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeanne E. Longmuir
Internal Address: Calfee, Halter & Griswold LLP
Street Address: 800 Superior Avenue Suite 1400
City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number: 03-0172

DO NOT USE THIS SPACE

9. Signature: Diane H. Dobrea Signature Date July 23, 2002
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

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

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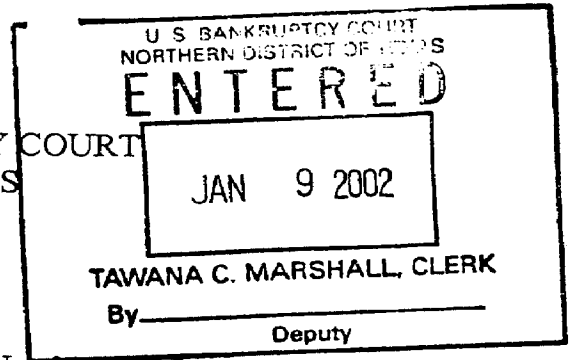
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USBC - NDTX
IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION



In re:)
)
MINAMI INTERNATIONAL CORPORATION) Case No. 01-51315
) Chapter 7
)
Debtor.)
)
) Judge Robert L. Jones

ORDER CONFIRMING THE CHAPTER 7 TRUSTEE'S SALE OF CERTAIN ASSETS OF THE DEBTOR TO EMERALD INNOVATIONS, L.L.C. FREE AND CLEAR OF LIENS AND ENCUMBRANCES

Upon the Chapter 7 Trustee's Notice of Intention to Sell Property Free and Clear of Liens and Encumbrances, filed with the Court on November 28, 2001 (the "Notice"), and the hearing on the Notice which took place on December 11, 2001, this Court authorized the Chapter 7 Trustee to sell certain assets of Debtor, Minami International Corporation ("Debtor"), by public auction on December 20, 2001 at 9:00 a.m.

The Chapter 7 Trustee held such auction on December 20, 2001 at 9:00 a.m. Emerald Innovations, L.L.C. ("Emerald Innovations"), was the successful bidder for the Debtor's assets listed on Exhibit A attached hereto and incorporated herein by reference (the "Purchased Assets"). Emerald Innovations has paid the Debtor's estate \$900,000.00 in consideration for the Purchased Assets (the "Sale Proceeds").

This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

The Court: (a) having considered the arguments of the Chapter 7 Trustee and counsel at the confirmation hearing on the sale of the Purchased Assets to Emerald Innovations held on December 20, 2001 at 1:00 p.m., (b) having received no objections to the sale of the Purchased

Assets to Emerald Innovations and (c) having found that the relief granted herein is in the best interests of the Debtor's estate, its creditors and other parties in interest, hereby ORDERS that:

1. The sale of the Purchased Assets by the Chapter 7 Trustee to Emerald Innovations for the sum of \$900,000.00 is approved by this Court and is in compliance with and satisfies all applicable provisions of the Bankruptcy Code, including, but not limited to, sections 363(b), (f) and (o).

2. The sale of the Purchased Assets to Emerald Innovations was commercially reasonable and the Sale Proceeds are fair and reasonable.

3. The transfer of the Purchased Assets to Emerald Innovations represents an arms'-length transaction between the parties. Emerald Innovations, as transferee of the Purchased Assets, is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protection of section 363(m).

4. Any objections to the sale of the Purchased Assets that were not withdrawn or settled on the record are hereby overruled.

5. The Debtor, by and through the Chapter 7 Trustee, has sold, transferred, assigned and conveyed to Emerald Innovations all of the Debtor's right, title and interest in and to the Purchased Assets. The Debtor and the Chapter 7 Trustee are authorized, empowered and hereby directed to deliver bills of sale, assignments and other such documentation that may be necessary or reasonably requested by Emerald Innovations to evidence the transfers required herein.

6. This Order is, and shall be effective as, a determination that all Claims (as defined below) existing as to the Purchased Assets conveyed to Emerald Innovations have been and are adjudged and declared to be unconditionally released, discharged and terminated, with all such Claims attaching to the Sale Proceeds. All Claims in or against the Purchased Assets shall attach

to the net Sale Proceeds with the same force, validity, effect, priority and enforceability as such Claims had prior to such sale. Any issues regarding the extent, validity, perfection, priority and enforceability of such Claims with respect to such Sale Proceeds shall be determined by the Court upon proper application at a later date.

7. The transfer of the Purchased Assets to Emerald Innovations is free and clear of any and all liens, claims, encumbrances, charges and interests thereon and there against of whatever type or description, including but not limited to the security interests granted to Wells Fargo Bank, N.A., as Agent ("Wells Fargo") pursuant to that certain Security Agreement dated as of February 2, 2000, between Wells Fargo and the Debtor (and all amendments thereto) and any mortgages, security interests, pledges, judgments, leases, subleases, licenses, options, easements, deeds of trust, conditional sales agreements, title retention arrangements intended as security, interests of consignment creditors, guarantees, hypothecations, charges, obligations, rights, restrictions and other interests and encumbrances, and other claims and interests (all such claims and interests described in this paragraph shall be referred to as "Claims"), having arisen, existed or accrued prior to and through December 20, 2001, whether direct or indirect, absolute or contingent, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, voluntarily incurred or arising by operation of law, of, by or against the Debtor or the Purchased Assets.

8. Neither the purchase of the Purchased Assets by Emerald Innovations, nor the subsequent operation by Emerald Innovations of any business previously operated by the Debtor, shall cause Emerald Innovations to be deemed a successor in any respect to the Debtor's business within the meaning of any revenue, pension, ERISA, tax, labor or environmental law, rule or regulation or under any products liability law with respect to the Debtor's liability.

Emerald Innovations shall not be liable for any claims against the Debtor or any of its predecessors or affiliates, and Emerald Innovations shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of December 20, 2001, now existing or hereafter arising, whether fixed or contingent and however arising, including without limitation, (a) claims related to the design, manufacture, sale or distribution of products sold by the Debtor or its predecessors and (b) claims related to pollution or other adverse effects upon human health or the environment, including, but not limited to the release in connection with any of Debtor's (or its predecessors') operations or any of the Purchased Assets of a hazardous substance, pollutant, contaminant or other substance regulated under any local, state or federal law, ordinance or regulation, and claims related to the Debtor's (or its predecessors') failure to comply with any such law, statute, regulation or ordinance. All such claims, liabilities or obligations shall remain with the Debtor (except that nothing in this section shall in any way expand or increase the liabilities of the Debtor); and all persons are hereby enjoined from asserting, prosecuting or otherwise pursuing any claim against Emerald Innovations to recover on any claim such person had, has or may have against the Debtor, its estate, its principals, shareholders, or the Purchased Assets.

9. All governmental recording offices and all other parties, persons or entities are hereby directed to accept this Order as such an assignment and/or bill of sale, and, if necessary, this Order shall be accepted for recordation on or after December 20, 2001 as conclusive evidence of the free and clear, unencumbered transfer of title to the Purchased Assets conveyed to Emerald Innovations. In addition, Emerald Innovations is hereby authorized to use the Debtor's uniform product code numbers for the Purchased Assets.

10. If any of the Purchased Assets is in the care or custody of any non-debtor party, such party shall immediately upon the request of Emerald Innovations surrender any such Purchased Assets in its care or custody to Emerald Innovations. Emerald Innovations is hereby granted immediate and unfettered access to the Purchased Assets.

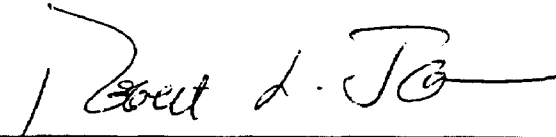
11. This Court shall have exclusive jurisdiction to implement and enforce the terms and provisions of this Order, including any disputes relating thereto or with respect to the sale, the Sale Proceeds, the transfer and/or assignment and delivery of the Purchased Assets to Emerald Innovations and Emerald Innovations' peaceful use and enjoyment thereof, free and clear of any and all Claims.

12. This is a final order and enforceable upon entry. To the extent necessary under Rules 5003, 9014, 9021, and 9022 of the Federal Rules of Bankruptcy Procedure, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein. In addition, as there were no unresolved objections to the sale or the Trustee's Notice, the Court orders that the ten day automatic stay imposed by Rule 6004(g) of the Federal Rules of Bankruptcy Procedure does not apply.


13. Each and every federal, state, and local governmental agency or department be, and hereby is, directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Order, including, but not limited to, documents and instruments for recording in any governmental agency or department required to transfer to Emerald Innovations the intellectual property rights, names and any and

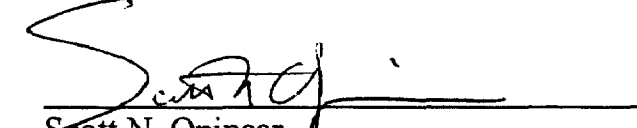
all other licenses or permits under the Debtor's ownership necessary for the operations that are associated with the Purchased Assets.

DATED: January 8th, 2002


United States Bankruptcy Judge

Approved:


Chapter 7 Trustee


Scott N. Opincar
Calfee, Halter & Griswold LLP
1400 McDonald Investment Center
800 Superior Avenue
Cleveland, Ohio 44114
216-622-8504
Counsel for Emerald Innovations, L.L.C.

James Donnell
Paul D. Moak
Andrews, & Kurth, Mayor, Day
Caldwell & Keeton, L.L.P.
600 Travis, Suite 4200
Houston, Texas 77002
713-220-4200
Counsel for Wells Fargo Bank, N.A., as Agent

all other licenses or permits under the Debtor's ownership necessary for the operations that are associated with the Purchased Assets.


DATED: January __, 2002

United States Bankruptcy Judge

Approved:

Chapter 7 Trustee

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Counsel for Wells Fargo Bank, N.A., as Agent

EXHIBIT A

BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MYRTLE MCDONALD, acting in her capacity as Trustee in Case No. 01-51315, In re: MIMANI INTERNATIONAL CORPORATION, Debtor in the United States Bankruptcy Court for the Northern District of Texas, Lubbock Division, hereby GRANTS, CONVEYS, SELLS, TRANSFERS, ASSIGNS AND DELIVERS to EMERALD INNOVATIONS, ^{LLC.} ~~INC.~~ his/her/its assigns, all Seller's right, title and interest in and to the following:

As set forth in Exhibit A attached hereto, together with all goodwill appurtenant thereto.

FOR VALUE RECEIVED, Seller sells and delivers the personal property to Buyer, without warranty, either express or implied.

SELLER IS SELLING THE DESCRIBED PROPERTY ON AN "AS-IS", "WHERE-IS", AND "WITH ALL OF ITS FAULTS" BASIS, AND DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO SUCH PROPERTY.

When the context requires singular nouns and pronouns include the plural.

IN WITNESS WHEREOF Seller has executed this Bill of Sale this the 20th day of December, 2001.

Myrtle McDonald

MYRTLE MCDONALD, Trustee

STATE OF TEXAS

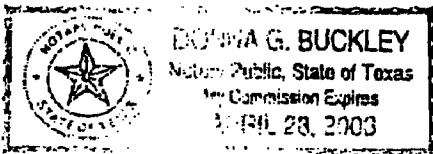
§
§
§

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 20th day of December, 2001, MYRTLE MCDONALD in the capacity therein stated.

Donna G. Buckley

Notary Public, State of Texas



LOT 2

SWIVEL STRAIGHT CHRISTMAS TREE STAND PATENTS

<u>Matter</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Title</u>
59550/0103	US	08/069,013	5/28/93	5,507,117	4/16/96	Granted	Tree Stand
59550/0105	US	08/577,887	12/22/95	5,707,037	1/13/98	Granted	Tree Stand
59550/0109	US	08/644,450	5/13/96	6,019,341	2/1/00	Granted	Christmas Tree Stand

**SUBJECT TO 3% DEVELOPMENT FEE TO NOTTINGHAM-SPIRK
AND AGREEMENT TO PRODUCE.**

ID	Trademark	Company Number	Slash No	File Number	Registration Number
1	Red A Oct	59550	71	75/273,133	1,242,499
2	As Seen on TV & Design	59550	114	75/275,350	2,191,980
3	Christmas in Motion	59550	75	75/275,399	Pending
4	Christmas in Motion	59550	128	76/414,921	Pending
5	Christmas in Motion	59550	88	76/275,325	Published
6	Christmas in Motion	59550	63	75/474,430	Published
7	Christmas in Motion	59550	48	640,473	Published
8	Light in Motion	59550	44	66,999	2,720,922
9	Light in Motion	59550	67	75/275,346	Pending
10	Magic of Christmas	59550	112	76/220,127	Pending
11	Magic of Christmas	59550	58	75/275,730	2,360,553
12	Magic of Christmas	59550	6	666,949	1,574,704
13	One Minute Christmas Tree	59550	111	74/557,944	2,044,217
14	One Minute Christmas Tree	59550	64	75/484,384	2,274,048
15	Summer Nights	59550	128	76/413,309	Pending
16	Swivel Straight	59550	110	74/528,399	1,986,108
17	Tree Stand Configuration	59550	112	74/719,390	2,058,709
18	Tree Stand Configuration	59550	51	76/275,220	Pending



Filing Date	Date	Expiration Date	Status
8/10/81	10/19/82	10/19/02	Registered
4/15/97	9/9/98	4/15/97	Registered
3/19/99			Pending
10/18/00			Pending
5/2/00			Published
4/24/98			Published
4/16/90	12/1/91	12/31/01	Registered
5/15/89	10/10/90	10/30/10	Registered
12/2/99			Pending
3/6/01			Pending
11/23/98	7/18/00	7/18/10	Registered
5/15/89	1/12/90	1/2/09	Registered
8/5/94	3/1/97	3/11/07	Registered
1/27/98	11/9/99	11/9/09	Registered
9/13/00			Pending
5/23/94	7/9/96	7/9/06	Registered
8/23/95	5/6/97	5/6/07	Registered
5/2/00			Pending

Minami International Corporation	
Manufacturing Tools & Dies	
Located at Port Erie Plastics, Harbor Creek, PA	
Date	Description
Sep-99	Lower Shell#306201, single cavity, cold sprue, #2 cavity finish
Sep-99	Upper Shell #306301, single cavity, cold sprue, #2 cavity finish
Sep-99	A-Arm I #306401, single cavity, cold runner sub gated
Sep-99	Socket Ball & Cap #306501, two cavities 1 x 1
Sep-99	Door #306601, two cavities, four lifters
Sep-99	Door bracket #306701, two cavities
Sep-99	Pedal I #306801, two cavities, #2 finish
Sep-99	Locks I #306901, six cavities, hardened steel
Sep-99	Receptacle I #307001, one cavity
Sep-99	Ring I #307101, one cavity
Sep-99	Tree Clamp I #307201, four cavities
Sep-99	Ring Insert I #307301, four cavities
Sep-99	Knob Cap & Base #307401, four cavities
Sep-99	Knob Cap & Base #307402, eight cavities
Sep-99	Lower Shell II #314201, one cavity, #2 cavity finish
Sep-99	Lower Shell II #314202, one cavity, #2 cavity finish
Sep-99	Upper Shell II #314301, one cavity, #2 cavity finish
Sep-99	Upper Shell II #314302, one cavity, #2 cavity finish
Sep-99	A-Arm II #314401, two cavities
Sep-99	Pedal II #314501, two cavities
Sep-99	Socket Ball & Cap II #314601, four cavity 2 x2
Sep-99	Locks II #314701, eight cavities hardened
Sep-99	Receptacle II #314801, two cavities, 2 drop hot runner
Sep-99	Ring II #314901, two cavities
Sep-99	Tree Clamp II #315001, four cavities
Sep-99	Ring Insert I #315101, four cavities
Sep-99	Spring Tab & Cover #315301, four cavities
Sep-99	Spring Tab & Cover #315302, eight cavities
Sep-99	Receptacle III #322301, two cavities, 2 drop hot runner
Sep-99	Screw Tip #322401, sixteen cavities
Mar-00	Tooling work paid to Port Erie Plastics (unable to locate invoice at this time)
Mar-00	Clamp Molds paid to Port Erie Plastics (unable to locate invoice at this time)
May-00	New Cavity & Core inserts for mold to produce "Lock II"-pd to Plastic Mold Technology
Jun-00	Tooling work paid to Port Erie Plastics (unable to locate invoice at this time)
Jun-00	New Cavity & Core inserts for mold to produce "Lock II"-pd to Plastic Mold Technology

Spirell

Total notices mailed: 4

Aty Donnell, James Andrews & Kurth, 600 Travis, Suite 4200, Houston, TX 77002
Aty McDonald, Myrtle Davis Jones, Flygare, Galey, Brown & Wharton, P.O. Box 2426, Lubbock, TX 79408-2426
Aty Opincar, Scott N.
Calfee, Halter & Griswold, 800 Superior Ave., 1400 McDonald Investment Center, Cleveland, OH 44114
Aty Tarbox, Max Ralph Law Offices of Max R. Tarbox, 3223 S. Loop 289, Suite 414, Lubbock, TX 79423

U.S. Trustee