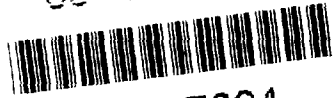


09-11-2002



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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): Ravens, Inc. 9-4-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fontaine Trailer Company
Internal
Address: P.O. Box 619
Street Address: 430 Letson Road
City: Haleyville State: AL Zip: 35565
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
Other
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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: November 14, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
861,298 1,117,637 2,154,929
1,121,280 1,207,123
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas W. Ryan
Internal Address: Piper Rudnick
Street Address: P.O. Box 64807
City: Chicago State: IL Zip: 60664

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 18-2284
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Thomas W. Ryan Signature August 30, 2002 Date
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 5

OFFICE OF PROTECTOR OF RECORDS
FINANCE SECTION
2002 SEP -4 PM 4:17

09/10/2002 DRYRNE 00000109 861298
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100.00

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

TRADEMARK
REEL: 002578 FRAME: 0459

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, RAVENS, INC., a Delaware corporation ("Seller"), hereby sells, transfers, assigns and conveys to FONTAINE TRAILER COMPANY, a Delaware corporation ("Purchaser"), all right, title and interest in and to the following assets used by Seller in the business of manufacturing, selling and distributing steel and aluminum tractor trailers and accessories and supplies (the "Business"):

1. the real property located at 1400 Fairchild Avenue, Kent, Ohio, and all improvements thereon owned by Seller and used in the operation of the Business, along with all architectural, electrical, structural, landscape, site, drainage and other plans and blueprints related thereto in Seller's possession, which is more specifically described on Exhibit 1(a) ("Property A");
2. the real property located at 2802 Mt. Pleasant Road NW and 6332 Columbia Road NW, Dover, Ohio, and all improvements thereon owned by Seller and used in the operation of the Business, along with all architectural, electrical, structural, landscape, site, drainage and other plans and blueprints related thereto in Seller's possession, which is more specifically described on Exhibit 1(b) ("Property B");
3. the real property located at 351 White Street, Jacksonville, North Carolina, and all improvements thereon owned by Seller and used in the operation of the Business, along with all architectural, electrical, structural, landscape, site, drainage and other plans and blueprints related thereto in Seller's possession, which is more specifically described on Exhibit 1(c) ("Property C," and together with Property A and Property B, the "Owned Real Property");
4. the lease on the real property located at 1201 W. Culver Road, Knox, Indiana (the "Knox Lease"), a four month lease with a month-to-month renewal option exercisable by Purchaser on the real property located at 753 West Waterloo Road, Akron, Ohio (the "Akron Lease"), and all improvements thereon owned by Seller and used in the operation of the Business, along with all architectural, electrical, structural, landscape, site, drainage and other plans and blueprints related thereto in Seller's possession, which is more specifically described on Exhibit 1(d) (the "Leased Real Property");
5. all machinery, equipment, furniture, fixtures, office equipment, maintenance and security deposits, tools, vehicles and all other items of personal property owned by Seller and used in the operation of the Business, including, without limitation, those set forth on Exhibit 1(e) (collectively "Personal Property");
6. all inventories of maintenance and office supplies owned by Seller and used in the operation of the Business (collectively "Supplies");
7. Seller's inventory of raw materials, work in process and finished goods used or usable in the operation of the Business (the "Inventory");

8. all of Seller's transferable federal, state and municipal licenses and permits relating to or necessary or useful in the operation of the Business (collectively "Permits"), as more fully set forth on Exhibit 1(h);
9. all of Seller's customer and prospective customer lists, accounting records, accounts receivable records, sales and business records, drawings, product specifications, correspondence, engineering, maintenance, operating and production records, and all other documents maintained by Seller and relating to the Business (collectively "Records");
10. all United States and foreign, common law and registered intellectual property owned or used or usable by Seller in connection with the operation of the Business, whether acquired by Seller as owner, inventor, employer of an inventor, licensor, licensee or otherwise, whether developed in whole or in part by Seller or its agents or employees in the operation of the Business, including, without limitation, all pending patent applications and any patents issuing therefrom, registered and common law trademarks, trademark applications, trade names, including the name and trademark "Ravens," and all logos associated therewith, registered and common law service marks, service mark applications, copyrights, copyright applications, technical information, processes and techniques, designs, drawings, research, software, source code, other know-how, confidential information and trade secrets (collectively "Intellectual Property");
11. those contracts, agreements and licenses, including, without limitation, supply agreements, purchase orders, customer agreements and maintenance agreements, relating to the Business to which Seller is a party and that Purchaser agrees to assume, pursuant to the Asset Purchase Agreement of even date herewith by and between Seller and Purchaser, which are set forth on Exhibit 1(k), including all purchase orders of Purchaser, which shall be available to Seller on site prior to the Closing Date, and all purchase orders in excess of \$10,000 are set forth on Exhibit 1(k) (collectively "Contracts");
12. the real property lease, including the lease for the Leased Real Property, and personal property leases of Seller relating to the Business that Purchaser agrees to assume which are set forth on Exhibit 1(l) (collectively "Leases");
13. all of Raven's accounts receivables and trade receivables, except Excluded Receivables, defined in Section 2 of the Asset Purchase Agreement, which are set forth on Exhibit 1(m), which Exhibit shall be updated as of the Closing Date (collectively "Receivables");
14. the exclusive right to the telephone numbers, domain names, i.p. numbers, web sites and electronic mail addresses used in the Business, which are set forth on Exhibit 1(n) (collectively "Miscellaneous Property"); and
15. those prepayments and security deposits related to the Contracts and Leases that Purchaser elects to purchase from Seller, as set forth on Exhibit 1(o).

Collectively, the foregoing are referred to as the "Assets".


Seller represents and warrants to Purchaser that Seller has good and marketable title to all of the Assets and is transferring the Assets to Purchaser free and clear of any and all claims, charges, pledges, security interests, liens and other encumbrances of any kind, nature or description whatsoever. All of the Assets are in good operating condition and repair, ordinary wear and tear excepted, and fit for the purposes intended in the operation of the Business.

Seller hereby constitutes and appoints Purchaser, and its successors and assigns, its true and lawful attorney, with full power of substitution and resubstitution, in the name and stead of Seller, but on behalf of and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the Assets and to give receipts and releases with respect to the same and any part thereof, and from time to time to institute and prosecute in the name of Seller or otherwise, for the benefit of Purchaser, its successors and assigns, any and all proceedings at law or in equity, or otherwise, which Purchaser, its successors or assigns, may deem proper for the collection and enforcement of any right to the Assets hereby sold, assigned and transferred hereby, and in general to do all acts and things in relation to transferring title to the Assets which Purchaser, its successors and assigns, may deem desirable. Seller hereby declares that the foregoing rights and powers are coupled with an interest and shall be irrevocable by Seller, its successors and assigns, in any manner or for any purpose or cause whatsoever. This power of attorney is an addition to the right of Purchaser to obtain further assurances with regard to the Assets as provided in the Asset Purchase Agreement of even date herewith by and between Seller and Purchaser.

Capitalized terms used herein but not otherwise defined have the meanings given them in that certain Asset Purchase Agreement of even date herewith by and between Seller and Purchaser.

Dated as of the 14th day of November, 2001.

RAVENS, INC.

By: 

Jacob Pollock, its Chairman and Chief
Executive Officer

Exhibit 6(e)

Intellectual Property

Owner	Mark	Registration / Serial Number	Registration / Filing Date
Ravens, Inc.	RAVENS	861,298	December 3, 1968
Ravens, Inc.	RAVENS	1,121,280	July 3, 1979
Ravens, Inc.	Bird/Sun design	1,117,637	May 8, 1979
**Ravens, Inc.	Swirls on metal design	1,207,123	September 7, 1982
Ravens, Inc.	FLEETHAWK	2,154,929	May 5, 1998

*We are in the process of determining whether an assignment document conveying the mark to Ravens, Inc. was filed with the USPTO at the time the mark was renewed. The USPTO database indicates that an assignment was filed, but there is no indication as to the nature of that assignment.

**Assignment documents conveying the mark to Ravens, Inc. were filed with the USPTO 10/11/01.

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