

10-18-2002




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Attorney Docket No.A00054.20018 (DRW/TMP):

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

COVER SHEET U.S. DEPARTMENT OF COMMERCE  
ONLY U.S. Patent and Trademark Office

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

<b>1. Name of conveying party(ies)</b> Name: <b>Cerberus Technologies, Inc.</b> Individual(s) citizenship: <b>10-15-02</b> <b>State of Incorporation - Delaware</b> Additional name(s) of conveying party(ies) attached?		<b>2. Name and address of receiving party(ies):</b> Name: <b>Cognitive Resources, Inc.</b> Internal Address: <b>60 Pleasant Street Ashland, MA 01721</b> Individual(s) citizenship: <b>State of Incorporation - Massachusetts</b> If assignee is not domiciled in the United States, a domestic representative designation is attached. (Designations must be a separate document from assignment.) Additional name(s) & address(es) attached?	
<b>3. Nature of conveyance:</b> <b>Assignment</b> Execution Date: <b>April 13, 1990</b>			
<b>4. Application number(s) or Registration number(s):</b> A. Trademark Application No(s): B. Trademark Registration No : <b>0,155,690</b> Additional number(s) attached?			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Douglas R. Wolf Wolf, Greenfield & Sacks. P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210		<b>6. Total number of applications and registrations involved:</b> <b>1</b> <b>7. Total fee (37 CFR 3.41)</b> <b>\$ 40.00</b> Enclosed If the enclosed fee is insufficient, the Commissioner is authorized to charge the fee to the account of the undersigned.	
<b>8. Deposit account number: 23/2825</b>			
<b>DO NOT USE THIS SPACE</b>			
<b>9. Signature</b> Douglas R. Wolf  <b>October 10, 2002</b> Name of Person Signing Signature Date			
Total number of pages including cover sheet, attachments, and document: <b>3</b>			

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

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GENERAL BILL OF SALE

General Bill of Sale dated and delivered this 13th day of April 1990 from Cerberus Technologies, Inc., a Delaware corporation ("Seller"), to Cognitive Resources, Incorporated, a Massachusetts corporation ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into an Asset Purchase and Sale Agreement dated February 16, 1990, as amended (the "Agreement"), wherein Seller has agreed to sell, transfer and assign to Buyer certain of the assets and liabilities of its Gamewell Division (the "Division") for the considerations set forth therein; and

WHEREAS, one of the conditions to consummation of the transactions contemplated by the Agreement is the delivery by Seller of this General Bill of Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms of the Agreement, effective as of April 1, 1990 (the "Effective Time"), Seller does hereby sell, assign, transfer and convey to Buyer, its successors and assigns, all of the following assets of Seller (the "Assets"):

1. All of the Seller's products listed on Exhibit A attached hereto (the "Gamewell Products");
2. All manufacturing equipment, fixtures, supplies, furniture, office equipment, vehicles, tools, dies, jigs and any replacement parts for the foregoing located at 10 Forge Park, Franklin, Massachusetts (the "Premises") and listed on Exhibit B attached hereto, and all leasehold improvements located at the Premises;
3. All inventories of Gamewell Products located at the Premises and the Gamewell Division's leased storage facility in Bellingham, Massachusetts, and certain flex 500/5000 inventory valued at approximately \$216,000 as of the Closing Date;
4. The Gamewell name;
5. All claims and rights against third parties relating to the Gamewell Products, including, without limitation, rights under manufacturers' and vendors' warranties and the prepaid expenses of the Gamewell Division listed on Exhibit C hereto, but not including all accounts and notes receivable;
6. All supplier lists, advertising and promotional materials, price and product lists, sales records and files, papers, software (except as noted in Section 1.2(e) of the Agreement), correspondence and computerized reports located at the Premises and heretofore used in connection with the manufacture and sale of the Gamewell Products;

7. The Gamewell distributor list, which contains a listing of all distributors of the Gamewell Division which do not have, and are not currently being offered, a distributorship agreement with the Seller's Pyrotronics Division;

8. The right to manufacture, sell, service and repair those additional products of the Seller listed on Exhibit D attached hereto;

9. The right to service existing installations of Gamewell Products and associated equipment by providing repair and replacement parts therefor and other support;

10. The good will associated with the Gamewell Products; and

11. All other tangible and intangible assets used in the Division's Business not referred to in Sections 1 through 10 above, except as set forth in Section 1.2 of the Agreement.

TO HAVE AND TO HOLD all the Assets hereby sold, assigned, transferred and conveyed unto Buyer, its successors and assigns, to its use and their use and behoof, forever.

Title to the Assets shall pass to Buyer upon delivery of this Bill of Sale.

Seller does hereby represent and warrant to Buyer that Seller, except as otherwise disclosed, has good and marketable title to all the Assets, free and clear of all liens, charges or encumbrances of any nature whatsoever.

Seller further warrants and covenants with Buyer, its successors and assigns, that Seller will execute and deliver such other and further instruments of conveyance, assignment, transfer and consent, and take such other action as Buyer may reasonably request for the more effective conveyance and transfer of the Assets to Buyer, its successors and assigns.

WITNESS the execution hereof as an instrument under seal as of the date first written above.

CERBERUS TECHNOLOGIES, INC.

CORPORATE  
SEAL

By *David M. Desler*  
Its Vice President General Counsel

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