

03-03-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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.

<p>1. Name of conveying party(ies): <u>3.3.03</u> Texace L.L.P.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input checked="" type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State      <input type="checkbox"/> Texas  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Ivy Manufacturing Ltd.</u> Internal Address: _____ Address: _____ Street Address: <u>402 West Nueva</u> City: <u>San Antonio</u> State: <u>TX</u> Zip: <u>78207</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input checked="" type="checkbox"/> Limited Partnership <u>Texas</u>  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>04/13/2001</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,532,093</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Martin Korn</u> Internal Address: <u>Locke Liddell &amp; Sapp LLP</u> Street Address: <u>2200 Ross Ave., Ste. 2200</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>12-1781</u></p>
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**DO NOT USE THIS SPACE**

9. Signature.

Martin Korn      *Martin Korn*      February 28, 2003  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

03/03/2003 TDIAZ1 00000098 1532093 01 FC:8521 40.00 OP

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

TRADEMARK REEL: 002680 FRAME: 0745

## BILL OF SALE

This Bill of Sale is entered into as of April 13, 2001, by and among Texace, L.L.P., a Texas limited liability partnership, Bob W. Coleman, a Texas resident (hereinafter collectively referred to as "Seller") and Ivy Manufacturing Ltd., a Texas limited partnership ("Buyer").

### PRELIMINARY STATEMENTS

Seller and Buyer have heretofore entered into an Asset Purchase Agreement dated as of April 13, 2001 (the "Agreement") providing, among other things, for the sale by Seller and the purchase by Buyer of substantially all of the assets owned and held by Seller and used by Seller in Seller's Business.

Pursuant to the Agreement, Seller and Buyer are required to execute and deliver this Bill of Sale in connection with the consummation of the transactions contemplated by the Agreement.

Any capitalized term used but not otherwise defined in this Bill of Sale shall have the meaning ascribed to such term in the Agreement.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and agreements contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller makes the conveyances and assignments, and Seller and Buyer covenant and agree, as set forth in the following provisions of this Bill of Sale, to wit:

1. **Conveyance and Assignment of Assets.** Seller has granted, conveyed, sold, assigned, transferred, bargained and delivered, and hereby grants, conveys, sells, assigns, transfers, bargains and delivers, unto Buyer and its successors and assigns, the Assets which include, but are not limited to, the assets, properties and rights described on the Bill of Sale Exhibit A attached hereto and incorporated herein, all such assets, properties and rights being hereby conveyed free and clear of any lien, claim, encumbrance, charge, option or restriction of any nature whatsoever against each and every person or persons claiming or asserting any claim against any or all of the same, except for the lien securing those certain notes payable of Buyer to Bank One, N.A. or any successor thereto and the lien to secure the Subordinated Note (defined in the Agreement) to Coleman as herein provided. The Assets conveyed hereunder shall not include any of the Retained Assets as set forth in the Agreement. The Assets are transferred to Buyer AS IS and without further representation and warranty except for the warranty of title herein provided.

**TO HAVE AND TO HOLD** the assets, properties and rights granted, conveyed, sold, assigned, transferred, bargained and delivered pursuant to the preceding provisions of this Section I to Buyer and its successors and assigns, forever.

2. **Further Assurances.** Seller hereby covenants that it will from time to time at its expense make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, all such further acts, instruments, deeds, conveyances, transfers, assignments, powers of attorney, consents and assurances as Buyer may reasonably request to more effectively convey, assign, transfer to and vest in Buyer, and to put Buyer in possession and control of any of the Assets. Seller hereby further covenants and agrees that the covenants herein contained shall be binding upon its successors and assigns and shall inure to the benefit of the successors and assigns of Buyer.

3. **Governing Law.** THIS BILL OF SALE SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

[BILL OF SALE SIGNATURE PAGE FOLLOWS]

[BILL OF SALE SIGNATURE PAGE]

EXECUTED as of the day and year first above written.

B.W. Coleman

BOB W. COLEMAN

Ann Coleman

ANN COLEMAN

TEXACE, L.L.P.

By: B.W. Coleman

Name: Bob W. Coleman

Title: Managing Partner

IVY MANUFACTURING LTD.

By: Brittany Management LLC

Its: General Partner

By: Charles J. Redman

Name:

Title: Chairman - CEO

## **EXHIBIT A**

### **Assets**

- (1) All cash.
- (2) All machinery, tools, equipment, furniture, fixtures, and all other personal property, including both tangible and intangible that are utilized in Seller's Business (defined in the Agreement).
- (3) All inventories and supplies associated with or used in the Seller's Business, including, but not limited to, raw materials, work in progress, manufacturing supplies, office supplies, and packaging and related material of or used in Seller's Business.
- (4) All accounts receivable, all contracts, customer lists, customer relationships, agreements, and other arrangements of every kind and description of or relating to Seller's Business.
- (5) All prepaid expenses other than those included in the Retained Assets (defined in the Agreement).
- (6) The name "TEXACE".
- (7) All registrations, renewals and applications for, and rights to, all trade names, service marks, assumed names, and trademarks used in or associated with Seller's Business and all goodwill associated therewith, all other names used by Seller in connection with Seller's Business, and trade rights used in Seller's Business, all patents and patent applications, patent rights, inventions, discoveries and improvements, patent licenses, trade secrets, and copy rights.
- (8) All bills of lading, trust receipts, warehouse receipts and other documents of title of whatever kind and description relating to Seller's Business.
- (9) All rights under insurance policies covering products in transit and all rights and claims under insurance policies for damage to the Assets (defined in the Agreement) to the extent that any damaged Asset has not been repaired or replaced prior to the Closing (defined in the Agreement).
- (10) All intangible assets of or relating to Seller's Business and their associated goodwill.
- (11) All licenses, permits and authorizations issued by any governmental authority relating to the Assets or Seller's Business, to the extent they are transferable.
- (12) Copies of all appropriate books and other records relating to the Assets, Seller's Business and operations of Seller's Business.
- (13) All research, engineering, marketing and other data relating primarily or exclusively to Seller's Business.
- (14) All vehicles relating to Seller's Business other than those included in the Retained Assets.
- (15) All other personal, tangible and intangible property related to Seller's Business.