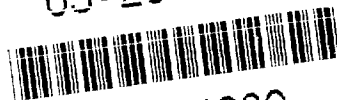


03-20-2003

Docket No: 00152-003001

ER SHEET  
JLY

102394930

Commissioner for Trademarks: Please document.	
1. Name of conveying party(ies): <b>DerTex Corporation</b> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation—State _____ <input type="checkbox"/> Other _____ Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): <b>Der-Tex Corporation</b> <b>1 Lehner Road</b> <b>Saco, Maine 04072</b> <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation—State <b>Massachusetts</b> <input type="checkbox"/> Other _____ If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Typographical correction to original recordation form cover sheet (attached) Execution Date: 09/15/1997	4. Application number(s) or trademark number(s): A. Trademark Application No(s): B. Trademark No(s): 1,949,744 1,762,981 1,991,482 1,673,518 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name/address of party to whom correspondence concerning document should be mailed: <b>Debra S. Serota</b> <b>Fish &amp; Richardson P.C.</b> <b>225 Franklin Street</b> <b>Boston, Massachusetts 02110-2804</b>	6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR §3.41): \$115.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.
03/19/2003 ECOOPER 00000059 1949744 01 FC:8521 02 FC:8522 40.00 OP 75.00 OP 9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i> <b>Debra S. Serota</b> Name of Person Signing _____ Signature _____ Date <b>3/12/03</b> Total number of pages including cover sheet, attachments, and document: 8	

## CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.

March 13, 2003  
Date of Deposit

Mary E. Jacoby  
Signature

Mary E. Jacoby  
Typed Name of Person Signing Certificate

**TRADEMARK**  
**REEL: 002696 FRAME: 0050**

SECURED PARTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, Eastern Bank (herein "Seller") in consideration of One Million One Hundred Eighty Three Thousand and 00/100 (\$1,183,000.00) Dollars subject to post-closing adjustment for activity since the close of business on Thursday, September 11, 1997 paid by Der-Tex Corporation (hereinafter "Buyer") the receipt whereof is hereby acknowledged, does grant, sell, assign, transfer all rights, title and interest to the property set forth on Schedule A attached hereto and made a part hereof, free and clear of all liens, security agreements and encumbrances, claims, demands and charges of every kind whatsoever.

In connection with this sale, SELLER REPRESENTS THAT IT HAS A RIGHT TO SELL THE PROPERTY ENUMERATED ON SCHEDULE A PURSUANT TO CERTAIN SECURITY AGREEMENTS BETWEEN SELLER AND P. CLAYMAN & SONS, INC. and FRELONIC CORP. (the "Debtor") AND WILL WARRANT AND DEFEND BUYER'S TITLE. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, QUANTITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS BEING CONVEYED HEREUNDER.

IN WITNESS WHEREOF, the said Eastern Bank has hereunto set its hand and seal this 15th day of September, 1997.

EASTERN BANK  
(Seller)

By: 

Daniel J. Sullivan, Vice President

Accepted by the said Buyer  
with the full understanding  
of the provisions hereof.

Der-Tex Corporation

By: 

Dated: September 15, 1997

SCHEDULE A  
TO  
SECURED PARTY BILL OF SALE

FROM: EASTERN BANK  
TO: Der-Tex Corporation  
DATE: September 15, 1997

Those certain assets of P. Clayman & Sons, Inc. and Frelonic Corp. (collectively "Debtor") listed on the following pages:

- (A) the Machinery and Equipment, located on the premises at 63 Grove Street, Salem, Massachusetts more particularly described on Schedule A-1 attached hereto consisting of six (6) pages;
- (B) the Inventory, located on the premises at 63 Grove Street, Salem, Massachusetts, more particularly described on Schedule A-2 attached hereto consisting of seventy eight (78) pages;
- (C) the accounts receivable of Debtor listed on Schedule A-3 attached hereto consisting of eight (8) pages;
- (D) all of Debtor's trademarks, patents, general intangibles, drawings, purchase orders, contracts and goodwill listed on Schedule A-4 attached hereto consisting of nineteen (19) pages.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE ACCURACY OF SCHEDULE A-3 ABOVE OR THE COLLECTABILITY OF THE AMOUNTS SHOWN THEREIN, AND ONLY REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT TO SELL THE SAME.

SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO PERFECTION OF ITS SECURITY INTERESTS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE IN THE ASSETS DESCRIBED ON (D) ABOVE.

Specifically excluded from the foregoing categories of assets to be sold and purchased hereunder are (a) any and all causes of action of Seller or Debtor against third parties for loss, damage or the like as well as any and all causes of action which would enure to any trustee of Debtor including without limitation, actions for recovery of voidable preferences and fraudulent conveyances, (b) all of Debtor's executory contracts and unexpired leases not expressly assigned pursuant hereto, (c) all leased equipment and motor vehicles, and (d) any indebtedness owed by any members of the Clayman family to the Debtor, or either of them.

This sale is free and clear of all liens and encumbrances. In addition, the inventory, machinery and equipment are being sold "as is" and there are no warranties or representations from Seller with regard to the condition of the machinery and equipment or the environmental conditions thereof.

Seller's liability under this Bill of Sale is limited to the amounts paid by Buyer hereunder.

Not included in this sale is any inventory belonging to vendors or customers including raw materials, work in process, finished goods, goods stored for customers.

#### **SCHEDULE A-4**

**Trademarks, patents, general intangibles, drawings, purchase orders,  
contracts and goodwill, to the extent the same exist, which Seller  
does not represent, including but not limited to those  
trademarks described on the attached eighteen (18) pages.**

8. Deposit account number: 06-1050

If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

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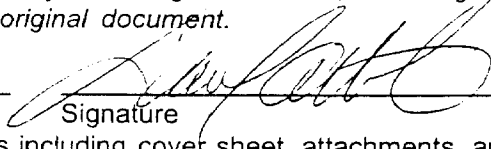
DO NOT USE THIS SPACE

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9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

**Timothy A. French**

Name of Person Signing

  
Signature

12/16/97  
Date

Total number of pages including cover sheet, attachments, and document: 26

Mark	Appln. No.	Reg. No.	Reg. Date	Matter No.
WARM & DRY	74/388,881	1,949,744	01/16/96	
WALK IN COMFORT!	74/371,438	1,856,321	09/27/94	
HIKERS' COMFORT	74/371,437	1,853,172	09/06/94	
OUTDOOR COMFORT	74/371,433	1,853,171	09/06/94	
MICRODRY	74/330,605	1,991,482	08/06/96	
COMFOR TECH	74/291,465	1,797,943	10/12/93	
FRELONIC	74/289,926	1,762,981	04/06/93	
IMPACTEK	74/271,819	1,829,846	04/05/94	
COURT COMFORT	74/271,638	1,856,297	09/27/94	
IMPACTEK	74/271,065	1,784,897	07/27/93	
RUNNERS' COMFORT	74/271,064	1,858,188	10/11/94	
WALKERS' COMFORT	74/271,063	1,802,794	11/02/93	
COMFORT NEVER LOOKED SO GOOD	74/100,353	1,650,842	07/16/91	
YOUR GUARANTEE OF COMFORT	74/100,343	1,651,563	07/23/91	
FRELONIC & Design	74/100,334	1,673,518	01/28/92	
AEROWICK	73/639,086	1,547,457	07/11/89	

## Der-Tex Corporation

## Frelonic Foreign Trademarks

Country	Mark	Appln. No.	Filing Date	Reg. No.	Reg. Date	Matter No.
Australia	FRELONIC	539595	08/08/90	A539595	08/08/90	
Canada	AEROWICK	575444	12/29/86	336224	01/15/88	
Canada	FRELONIC	575443	12/29/86	362767	11/10/89	
France	FRELONIC & Design	231816	08/09/90	1608844	08/09/90	
Germany	FRELONIC	838898/25WZ	08/09/90	1175942	05/07/91	
Great Britain	FRELONIC	1435294	08/09/90	1435294	08/09/90	
Hong Kong	FRELONIC	6761/90	08/16/90	762/93	08/16/90	
Italy	FRELONIC	22870C/90	08/10/90	605264	08/10/90	
Japan	FRELONIC & Design (Cl. 24)	95067/1990	08/21/90	2532743	04/28/93	
Japan	FRELONIC & Design (Cl. 22)	95066/1990	08/21/90	2590625	10/29/93	
Korea, South	FRELONIC	90-23607	08/09/90	225066	10/30/91	
Mexico	FRELONIC	95289	08/04/90	448187	09/04/90	
Mexico	MICRODRY	178134				
New Zealand	FRELONIC	203962	08/08/90			
Singapore	FRELONIC	6721/90	09/28/90	6721/90	09/28/92	
Taiwan	FRELONIC & Design	7936381	08/18/90			
Taiwan	FRELONIC	80-908	01/09/91	555783	10/23/92	
Thailand	FRELONIC	208868	11/07/90	160801	08/08/91	