

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
Int'l Printing and Envelope Co., Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: KJS Industries, Inc.
Internal Address: _____
Street Address: 5240 National Center Drive
City: Colfax State: NC Zip: 27235

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,281,562

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ira Hammer
 Internal Address: Gibbons, Del Deo

 Street Address: One Riverfront Plaza

 City: Newark State: NJ Zip: 07102

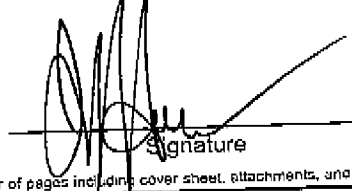
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-3839

DO NOT USE THIS SPACE

9. Signature.
Ira Hammer  February 27, 2004
 Name of Person Signing Signature Date

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

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

CH \$40.00 033839 1281562

BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT, dated as of December 17, 2002, from INTERNATIONAL PRINTING AND ENVELOPE COMPANY, INC., a New Jersey corporation (the "Seller"), to KJS INDUSTRIES, INC., a New Jersey corporation (the "Buyer"). For good and valuable consideration to the Seller paid in the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), receipt of which is hereby acknowledged, the Seller by these presents does hereby agree as follows:

1. **Sale and Assignment of Assets and Properties**. The Seller does hereby sell, assign, transfer, convey, grant, bargain, set over, release, deliver and confirm unto the Buyer, its successors and assigns, forever, all the right, title and interest of the Seller in and to all of the Seller's assets, properties, goodwill and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, which Seller purchased from Burgoyne, Inc. pursuant to the Second Amended Plan of Reorganization (Liquidation) of Burgoyne, Inc. (the "Plan"; capitalized terms used and not otherwise defined herein being used herein as defined in the Plan) confirmed by Order of the United States Bankruptcy Court for the Eastern District of Pennsylvania dated July 31, 2002 (such assets, properties, goodwill and business being referred to as the "Acquired Assets"), including, without limitation, the following:

(i) all of the fixed assets used in connection with the business (collectively, the "Fixed Assets"), including, without limitation, machinery, equipment, furniture, fixtures, dies, films, plates, leasehold improvements, office furnishings and other equipment of the Seller wherever located;

(ii) all tradenames, tradename rights, trademarks, trademark rights, logos, tradedress, licenses, patents, patent applications, patent rights, inventions (whether or not patentable), trade secrets, archives, designs, artwork, customer lists, copyrights (including registrations and applications therefor), technology, source codes, modifications and enhancements to computer software and derivative works of computer software - including those granted by assumption of executory contracts, know-how, processes, projects in development, service marks, computer software, all other intellectual property rights and other proprietary information of the Seller (collectively, the "Intellectual Property"), if any;

(iii) all inventory held for resale in connection with, or used to operate, the business, finished goods, raw materials, packaging, supplies and personal property and any prepaid deposits for any of the same (collectively, the "Inventory") wherever located;

(iv) all of the Seller's contract rights with respect to the Acquired Assets;

(v) all goodwill, other intangible property and causes of action relating to the Acquired Assets or the business; and

(vi) all the Seller's right, title and interest in, to and under all other assets, rights and claims of every kind and nature used or intended to be used in the operation of or residing with, the business.

The Seller warrants that upon delivery to the Buyer of the Acquired Assets sold, assigned, transferred, conveyed, granted, bargained, set over, released, delivered and confirmed from the Seller to the Buyer pursuant to this Bill of Sale and Assignment, the Buyer will have good, marketable and indefeasible title to and ownership of such Acquired Assets, free and clear of all liens, except as otherwise expressly set forth in the Plan.

2. **Power of Attorney.** The Seller hereby constitutes and appoints the Buyer, its successors and assigns, the true and lawful attorney and attorneys of the Seller, with full power of substitution, in the name of the Buyer or in the name and stead of the Seller, but on behalf of and for the benefit of the Buyer, its successors and assigns:

(a) to collect, demand and receive any and all Acquired Assets transferred hereunder for and in respect of the same;

(b) to institute and prosecute in the Seller's name, or otherwise, at the expense and for the benefit of the Buyer any and all actions, suits or proceedings, at law, in equity or otherwise, which the Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets hereby sold and assigned to the Buyer or intended so to be, to defend or compromise any and all such actions, suits or proceedings in respect of any such Acquired Assets, and to do all such acts and things in relation thereto as the Buyer shall deem advisable for the collection or reduction to possession of any of such Acquired Assets;

(c) to take any and all other reasonable action designed to vest more fully in the Buyer the Acquired Assets hereby sold and assigned to the Buyer or intended so to be and in order to provide for the Buyer the benefit, use, enjoyment and possession of such Acquired Assets; and

(d) to do all reasonable acts and things in relation to the Acquired Assets and the business sold and assigned hereunder.

The Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. The Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto. The Seller shall from time to time pay to the Buyer, promptly but in no event later than within 10 calendar days of the close of every month, after received, any amounts which shall be received directly or indirectly by the Seller (including amounts received as interest) in respect of any Acquired Assets sold, assigned or transferred to the Buyer pursuant hereto.

3. **Obligations and Liabilities Not Assumed.** Nothing expressed or implied in this Bill of Sale and Assignment shall be deemed to be an assumption by the Buyer of any liabilities or obligations of the Seller, except as expressly set forth in the Plan.

4. **No Rights in Third Parties.** Nothing expressed or implied in this Bill of Sale and Assignment is intended to confer upon any person, other than the Buyer and the Seller and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale and Assignment.

5. **Successors and Assigns.** This Bill of Sale and Assignment shall bind and inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

6. **Governing Law.** The validity and construction of this Bill of Sale and Assignment shall be governed by the internal laws (and not the principles of conflict laws) of the State of New Jersey.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed as of the date first written above by its officer thereunto duly authorized.

[SEAL]

INTERNATIONAL PRINTING AND ENVELOPE COMPANY, INC.

By: James Ipek (cum hunc)
Name:
Title: PRESIDENT

Attest:

By: James Ipek (cum hunc)
Name:
Title: ~~Secretary~~

Secretary

Subscribed to Before me this 15th day
of JANUARY, 2003.

L. Jean N. Sprinkle
NOTARY PUBLIC

