

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Intellitecs International, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Bill of Sale

Execution Date: November 2, 2000

2. Name and address of receiving party(ies)

Name: Standard Textile Co., Inc.

Internal

Address:

Street Address: One Knollcrest Dr., Box 371805

City: Cincinnati State: OH Zip: 45222-1805

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Alabama, 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,146,672; 2,260,326;

2,270,413; 2,247,484; 2,327,225; 2,238,660;

2,336,621

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt L. Grossman

Internal Address: Wood, Herron & Evans, L.L.P.

Street Address: 2700 Carew Tower

441 Vine Street

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-3000

DO NOT USE THIS SPACE

9. Signature.

Kurt L. Grossman Name of Person Signing

Signature

May 3, 2004 Date

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

6

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

CH \$190.00 233000 2146672

BILL OF SALE

This Bill of Sale is made as of November 2, 2000 by **The Provident Bank**, with its principal place of business at One East Fourth Street, Cincinnati, Ohio 45202 (the "Grantor").

The Grantor, for \$139,462.44 and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey to **Standard Textile Co., Inc.** (the "Grantee"), the property set forth on Exhibit A hereto (the "Property"):

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

Grantee acknowledges that (i) the Property currently is owned by **Intellitecs International, Inc.** (successor by merger to **Intellitecs International, Ltd.**) ("Intellitecs"), (ii) **Intellitecs** and Grantor are parties to that certain Credit Agreement dated April 22, 1998, as amended (the "Credit Agreement"), and other Loan Documents (as defined in the Credit Agreement) and (iii) the sale of **Intellitecs'** interest in the Property contemplated by this Bill of Sale is being conducted pursuant to Article 9 of the Uniform Commercial Code as adopted in the States of Ohio, Tennessee and North Carolina, including, without limitation, Ohio Revised Code Section 1309.47, Tennessee Code Annotated Section 47-9-504 and North Carolina General Statutes Section 25-9-504 (collectively, "Article 9").

Grantee represents and warrants (i) that, except with respect to the Inventory Representations (as defined below), it is not relying on any representations of Grantor with respect to the Property and (ii) none of the Property may be returned to Grantor.

Grantor hereby represents and warrants to Grantee that: (i) the Property currently is owned by **Intellitecs**, (ii) **Intellitecs** and Grantor are parties to the Credit Agreement and other Loan Documents, (iii) the sale of **Intellitecs'** interest in the Property contemplated by this Bill of Sale is being conducted pursuant to Article 9, (iv) pursuant to Article 9, Grantor is able to convey to Grantee good and valid title to the Property, (v) Grantor has a first priority perfected security interest in the Property (other than the following Property in which Grantor has a security interest, but not a perfected security interest: (a) any non-United States intellectual property rights, including non-United States patents and trademarks and related rights, properties and interests and (b) any trademarks and trademark properties that are not explicitly identified in the Assignment of Trademarks dated as of April 22, 1998 between **Intellitecs** and the Grantor), (vi) **Intellitecs** is in default of its indebtedness and obligations to Grantor under the Credit Agreement, (vii) the sale of the Property by Grantor to Grantee pursuant hereto complies with the requirements of Article 9, (viii) the quantities and quality of the inventory of **Intellitecs** identified in Sections 1(a) and 1(b) of Exhibit A to this Bill of Sale are true and correct to the best knowledge of Grantor and (ix) to the best of the Grantor's knowledge, the inventory of **Intellitecs** identified in Section 1(c) of Exhibit A to this Bill of Sale (the "Taylor Inventory") has a value determined by the cost of such inventory on the books and records of **Intellitecs** of not

less than \$1 million. The representations of the Grantor set forth in clauses (viii) and (ix) above are referred to as the Inventory Representations.

EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING PARAGRAPH, THE PROPERTY PURCHASED PURSUANT TO THIS AGREEMENT IS SOLD "AS IS - WHERE IS." THE WARRANTIES MADE BY GRANTOR IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS SALE AND WILL NOT APPLY TO THE PROPERTY SOLD. GRANTOR'S LIABILITY IN ALL CASES WILL BE LIMITED TO THE PURCHASE PRICE OF THE PROPERTY SOLD PURSUANT TO THIS AGREEMENT. GRANTOR WILL NOT BE LIABLE TO GRANTEE, ITS EMPLOYEES, AGENTS OR TO ANY THIRD PARTY FOR ANY CLAIM, LOSS OF DAMAGES, GENERAL OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE, LOST SALES OR LOST PROFITS, WHICH IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE SALE OF THE PROPERTY OR THE USE OR NONUSE OF SUCH PROPERTY, EVEN IF GRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Grantor agrees to execute and deliver, or cause to be executed and delivered, all such other instruments and to take such other actions as Grantee may reasonably request from time to time in order to vest in and confirm to Grantee good and valid title conveyed hereunder within the terms of the transaction contemplated by the Bill of Sale. All such instruments and actions must be in form and substance satisfactory to Grantor in its reasonable discretion.

In the event that the value of the Taylor Inventory, determined by the cost of such inventory on the books and records of Intellitecs, is less than \$1 million, Grantee's sole and exclusive remedy shall be the following: Grantee shall have ninety days from the date of this Bill of Sale to determine, in good faith, whether the Taylor Inventory has a value, determined by the cost of such inventory on the books and records of Intellitecs, of less than \$1 million. In the event that the Grantee reaches such a determination, Grantee shall provide Grantor with written notice of such determination, with supporting documentation, with such notice to be provided within such ninety day period. If no such notice is given or such notice is not given within such ninety day period, Grantee shall have no recourse against Grantor relating to the value or purchase of the Taylor Inventory. If such notice is timely given, Grantor shall have thirty days in which to respond. If Grantor agrees with such determination or if Grantor fails to dispute such determination in writing within such thirty day period, Grantor shall refund to Grantee an amount determined by multiplying a fraction, the numerator of which is the difference between \$1 million and the value of the Taylor Inventory, determined by the cost of such inventory on the books and records of Intellitecs, and the denominator of which is \$1 million, times \$50,000. By way of example, if the Taylor Inventory has a value of \$900,000, the refund shall be \$5,000 ($\$100,000/\$1,000,000 \times \$50,000$). In the event that Grantor disputes such determination in good faith, the parties shall attempt in good faith to resolve such dispute. If the dispute cannot be resolved after such good faith efforts, either party may seek redress in a court of competent jurisdiction.


Waiver by Grantor of a breach of any one or more of these provisions will not be construed as a waiver of a breach of any of the other provisions, nor shall a waiver by Grantor of any breach of these provisions be construed as a waiver of any future breach. Nothing contained in this Bill of Sale shall waive or be deemed to waive any rights of the Grantor with respect to Intellitecs or any property of Intellitecs that is not the subject of this Bill of Sale.

This writing contains the entire agreement between the parties. No representations other than those contained in this Agreement have been made.

This Agreement shall be subject to and interpreted in accordance with the Laws of the State of Ohio.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the date first written above.

THE PROVIDENT BANK

By: 
Name: JOSE U. GARDE
Title: VICE PRESIDENT

**AGREED, ACKNOWLEDGED
AND ACCEPTED**

STANDARD TEXTILE CO., INC.


By: 
Name: Frederick C. King
Title: General Counsel

EXHIBIT A TO BILL OF SALE

All right, title and interest of Intellitecs International, Inc. (successor by merger to Intellitecs International, Ltd.) ("Intellitecs") in and to:

1. Goods: The following goods:

- a. 26,651 yards of first quality 7.5 oz. Napped Comply fabric located at Kasbar National Industries, Inc. 801 N. James Campbell Blvd., Columbia, TN 38401;
- b. 5,433 yards of first quality and 1,327 yards of second quality 7.5 oz. Napped Comply fabric located at Lumberton, Inc. 610 East 1st Street, Lumberton, NC 28358; and
- c. All finished goods and work in process inventory located at Taylor Warehouse Corporation, 2875 East Sharon Road, Cincinnati, OH 45241.

2. Patents: The following patent properties:

- a. United States Letters Patent Nos. 5,778,457; 5,819,317; and 5,906,876;
- b. United States Patent Application No. 08/853,425, filed May 9, 1997, and entitled ABSORBENT BARRIER SHEET AND METHOD OF MAKING SAME;
- c. the subject matter disclosed in any of the foregoing patents or applications;
- d. foreign counterparts to any of the foregoing including Canadian Patent Application Nos. 2238735 and 2286685, and European Patent Application No. 96944347.2;
- e. all applications for patents based on or claiming priority to any of the foregoing;
- f. all letters patent domestic and foreign issued or to be obtained on any of the foregoing, including all rights and interest with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or union for each country of said convention or union;
- g. the right to recover for past infringements of any of the foregoing;
- h. the right to have granted to it all Letters Patent granted or to be granted upon subject matter disclosed in any of the foregoing; and
- i. the files of Wood, Herron & Evans, L.L.P. related to any of the foregoing.

- 3. Trademarks:** The following trademark properties:
- a. The trademark "COMPLY" and any mark confusingly similar thereto for diapers, incontinence pads, and/or fabrics;
 - b. U.S. Trademark Registration Nos. 1,682,621; 1,682,622; 1,710,795; and 1,735,725;
 - c. all registered and/or common law trademarks of Intellitecs International, Inc., in addition to the foregoing;
 - d. all goodwill associated with any and each of the foregoing;
 - e. the right to recover for past infringements of any of the foregoing; and
 - f. the files of Frost & Jacobs related to any of the foregoing.

- 4. Agreements:** The following Agreements:
- a. Agreement Relating to Comply Trademarks in Foreign Countries dated August 14, 1998 between Standard Textile Co., Inc. ("Standard Textile") and Intellitecs;
 - b. License Agreement dated August 14, 1998 between Standard Textile and Intellitecs;
 - c. Information Technology Agreement dated July 1, 1998 between Standard Textile and Intellitecs;
 - d. Research and Development Agreement dated August 14, 1998 between Standard Textile and Intellitecs;
 - e. Services Agreement dated August 14, 1998 between Standard Textile and Intellitecs;
 - f. Comply License Agreement dated August 14, 1998 between Standard Textile and Intellitecs;
 - g. Trademark Assignment dated August 14, 1998 between Standard Textile and Intellitecs; and
 - h. Release and Indemnification Agreement dated September 14, 1998 among Standard Textile, Intellitecs and David Conway.

Library: Cincinnati; Document #: 3033v6