

11/19/03

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Harris Trust & Savings Bank

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Illinois Chartered Bank

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

2. Name and address of receiving party(ies)
 Name: Pacifica Mountainsmith, LLC
 Internal k/n/a Pacifica LTM, LLC
 Address:
 Street Address: 18301 W. Colfax #P
 City: Golden State: CO Zip: 80401

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Colorado
 Other Limited Liability Company

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 7/10/02

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)
74/557733

B. Trademark Registration No.(s)
1762718 1768568 2190403 1703288

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kathleen S. Herbert
 Internal Address: Faegre & Benson LLP
 Street Address: 1900 Fifteenth Street
 City: Boulder State: CO Zip: 80302

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-1725

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Kathleen S. Herbert
 Name of Person Signing

Kathleen S. Herbert
 Signature

11/19/03
 Date

Total number of pages including cover sheet, attachments, and document: 6

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

01 FC:8521 40.00 DA
02 FC:8522 100.00 DA

SECURED PARTY BILL OF SALE

This Bill of Sale ("Bill of Sale"), dated as of July 10, 2002, is delivered in connection with the private sale of certain of the assets of 105 Meridien, LLC (the "Company") by Harris Trust and Savings Bank (the "Seller").

In exchange for Two Million Dollars (\$2,000,000) and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to Section 4-9-610 of the Revised Uniform Commercial Code, as enacted in the State of Colorado, Seller does hereby irrevocably sell, assign, grant, convey, and transfer to Pacifica Mountainsmith, LLC, a Colorado limited liability company (the "Buyer") all right, title, and interest in and to the property described on Exhibit 1 hereto (the "Property"), to the extent of Seller's security interest therein, free and clear of all liens, claims, encumbrances, mortgages and/or security interests of Seller and any and all subordinate security interests and subordinate liens.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS BILL OF SALE, COMPANY AND SELLER MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE SALE OF THE ASSETS, WITH THE EXCEPTION OF THOSE REPRESENTATIONS FOUND IN PARAGRAPHS 3.2 AND 3.3 OF THAT CERTAIN ASSET PURCHASE AGREEMENT DATED JULY 10, 2002, BY AND BETWEEN THE BUYER, THE COMPANY AND THE SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY BY COMPANY OR SELLER, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE ASSETS, THE VALUE THEREOF, THE COLLECTIBILITY OF ACCOUNTS OR THE ABSENCE OF ANY DEFENSE, SETOFF OR COUNTERCLAIM THERETO, THE MERCHANTABILITY OF THE ASSETS OR THEIR FITNESS FOR A PARTICULAR USE OR PURPOSE, WARRANTIES RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT AND THE LIKE, ALL SUCH WARRANTIES, AND ALL OTHER WARRANTIES, BEING HEREBY EXCLUDED.

This Bill of Sale shall be governed by the laws of the State of Colorado (without giving effect to the principles of conflicts of law thereof).

HARRIS TRUST AND SAVINGS BANK

By Stephanie J. Alau
Its Vice President

EXHIBIT 1 TO SECURED PARTY BILL OF SALE

All of Company's title and interest, whether now owned or existing or hereafter created, acquired or arising, and wheresoever located, in and to the following:

(a) Receivables. All Receivables, whether now owned or existing or hereafter created, acquired or arising, and however evidenced or acquired, or in which the Company now has or hereafter acquires any rights (the term "Receivables" means and includes all accounts, accounts receivable, contract rights, instruments, notes, drafts, acceptances, documents, chattel paper, and all other forms of obligations owing to the Company, any right of the Company to payment for goods sold or leased or for services rendered, whether or not earned by performance, and all of the Company's rights to any merchandise and other goods (including, without limitation, any returned or repossessed goods and the right of stoppage in transit) which is represented by, arises from or is related to any of the foregoing);

(b) General Intangibles. All General Intangibles, whether now owned or existing or hereafter created, acquired or arising, or in which the Company now has or hereafter acquires any rights (the term "General Intangibles" means and includes all general intangibles, patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade styles, trade names, copyrights, copyright registrations, copyright licenses and other licenses and similar intangibles, all customer, client and supplier lists (in whatever form maintained), all rights in leases and other agreements relating to real or personal property, all causes of action and tax refunds of every kind and nature, all privileges, franchises, immunities, licenses, permits and similar intangibles, all rights to receive payments in connection with the termination of any pension plan or employee stock ownership plan or trust established for the benefit of employees of the Company, and all other personal property (including things in action) not otherwise covered by this Agreement);

(c) Inventory. All Inventory, whether now owned or existing or hereafter created, acquired or arising, or in which the Company now has or hereafter acquires any rights, and all documents of title at any time evidencing or representing any part thereof and all General Intangibles relating to the foregoing (the term "Inventory" means and includes all inventory and any other goods which are held or intended for sale or lease or for display or demonstration or are to be furnished under contracts of service or consumed in the Company's business, all goods which are raw materials, work-in-process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, printing, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing or otherwise used or consumed in Company's business, and any constituents or ingredients thereof);

(d) Equipment. All Equipment, whether now owned or existing or hereafter created, acquired or arising, or in which the Company now has or hereafter acquires any rights (the term "Equipment" means and includes all equipment and any other machinery, tools, fixtures, trade fixtures, furniture, furnishings, office equipment, vehicles

(3) rights that accrue or will accrue to Seller or the Company under this Agreement and the agreements between the parties to this Agreement contemplated hereby;

(4) claims and rights against third parties, to the extent that such claims and rights do not relate to the Assets;

(5) capital stock or other equity interest held by the Company of any corporation or other entity other than as set forth in the definition of Assets;

(6) assets that would constitute Assets (if owned by the Company or Seller on the Closing Date) that are conveyed or otherwise disposed of during the period from the date hereof until the Closing Date (i) in the ordinary course of business and not in violation of the terms of this Agreement, or (ii) as otherwise expressly permitted by the terms of this Agreement;

(7) tax losses, tax loss-carry forwards and tax carry-backs and rights to receive income tax refunds, income tax credits and income tax loss-carry forwards with respect to incurred or accrued income taxes and relating to any period on or prior to the Closing Date, including, but not limited to, interest received with respect thereto;

(8) rights, claims and causes of action against any of the Company's directors and officers and the rights to indemnification under the Company's directors and officers insurance policies or rights of set-off related to such policies, including those of any Affiliate of the Company;

(9) insurance proceeds or other insurance contract recoveries to the extent they do not relate to the Assets;

(10) corporate seals, minute books, charter documents, corporate stock record books, registers of other securities, original tax and financial records and such other books and records as pertain to the organization, existence, share capitalization or debt financing of the Company, and any related corporate files, corporate books and corporate records relating to the Company's Affiliates;

(11) any books, records, claims or causes of action related to the Excluded Assets (defined below);

(12) any claims, if any, which the Company has or may have against the Seller;

(13) claims and other amounts due to the Seller from the Company or its Affiliates;

(14) any and all products and cash and non-cash proceeds of the foregoing (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to or destruction of any or all of the Assets or for proceeds payable under or unearned premiums with respect to policies of insurance) in

whatever form, including, but not limited to cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents through the Closing Date;

(15) any other Asset excluded from the applicability of Revised Article 9 of the UCC as enacted in Colorado or its predecessor statute; and

(16) any other Asset in which a security interest cannot be perfected by the filing of a financing statement, including, without limitation, motor vehicles.

The assets listed in clauses (1) through (16) are referred to as the "Excluded Assets."

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is a memorial for recording in the records of the Patent and Trademark Office of a conveyance which took place effective as of July 10, 2002 (the "Effective Date") in which Harris Trust and Savings Bank, an Illinois chartered bank (the "Bank"), irrevocably sold, assigned, granted, conveyed, and transferred to Pacifica Mountsinsmith, LLC, a Colorado limited liability company, k/n/a Pacifica LTM, LLC, a Colorado limited liability company, all right, title, and interest in and to the property described in Exhibit 1 of the Secured Party Bill of Sale, dated July 10, 2002, which is attached hereto and incorporated by reference herein. This Memorandum of Understanding is executed on the date set forth below to be effective for all purposes as of the Effective Date.

This memorandum shall be governed by the laws of the state of Colorado (without giving effect to the principles of conflicts of law thereof).

IN TESTIMONY WHEREOF, the Bank has caused this document to be executed on its behalf on the date set forth below to be effective for all purposes as of the Effective Date.

HARRIS TRUST AND SAVINGS BANK

By: Stephanie J. Slaukin

Its: Vice President

Dated: 11/12/03

STATE OF ILLINOIS)

COUNTY OF COOK)

Subscribed and sworn to before me this 12th day of NOVEMBER, 2003, by STEPHANIE J. SLAUKIN

Witness my hand and official seal.

My commission expires:

Carole A. Flisnik
Notary Public

BLDR1:50200854.01

