

Form **PTO-1594**
 (Rev. 10/02)
 OMB No. 0651-0027 (exp. 6/30/2006)
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**REGISTRATION 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):
PNC Bank, National Association, As Agent for itself and other Lenders

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: **PNC Bank, National Association**
 Internal Agent for itself and the Lenders
 Address: _____
 Street Address: **Two Tower Center Blvd**
 City: **East Brunswick** State: **NJ** Zip: **08816**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document with assignment)
 Additional name(s) & address(es) attached? Yes No

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

Execution Date: 06/29/2001

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

B. Trademark Registration No.(s) **1389186**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Creative Co-Op, Inc.
 Internal Address: _____
 Street Address: c/o Susie Wang
4651 Hickory Hill Rd., #101
 City: Memphis State: TN Zip: 38141

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed Form 2038 Pmt by Credit Card
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (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.

Robert Mark Field  11/25/03
 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

OP \$40.00 1389186

12-01-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0691-0027 (exp. 6/30/2005) Tab settings: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.			
1. Name of conveying party(ies): <u>11-25-03</u> <u>PNC Bank, National Association, As Agent for itself and other Lenders</u> <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <u>Name: PNC Bank, National Association</u> <u>As Agent for itself and the Lenders</u> Address: _____ Street Address: _____ City: _____ State: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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 _____ Execution Date: <u>06/29/2001</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1389186</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Creative Co-Op, Inc.</u> Internal Address: _____ _____ Street Address: <u>c/o Susie Wang</u> <u>4651 Hickory Hill Rd. #101</u> City: <u>Memphis</u> state: <u>TN</u> Zip: <u>38141</u>		6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 2.41)..... <u>5 40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> <u>Robert Mark Field</u> <u>Robert Mark Field</u> <u>11/25/03</u> Name of Person Signing Signature Date Total number of pages (including cover sheet, attachments, and documents) <u>5</u>			

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

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1. Additional names of conveying parties

Key Corporate Capital, Inc. - Corporation
First Tennessee Bank National Association - Association

2. Additional names of receiving parties

Key Corporate Capital, Inc. - Corporation
First Tennessee Bank National Association - Association

BILL OF SALE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNC BANK, NATIONAL ASSOCIATION, as Agent for itself and other lenders (the "Lenders") under that certain Second Amended and Restated Revolving Credit Guaranty and Security Agreement, dated October 22, 1997, as secured party ("Seller"), does by these presents bargain, sell, convey, transfer and assign, set over and deliver unto PNC BANK, NATIONAL ASSOCIATION, as Agent for itself and the Lenders, their successors and assigns, all of its right, title and interest in and to the personal property (the "Property") described in Exhibit "A" attached hereto and incorporated herein by reference, without warranty, express or implied. Executed as of the 29th day of June, 2001.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Wim Loebe
Title: VICE PRESIDENT

STATE OF New Jersey
COUNTY OF Middlesex

Personally appeared before me, Josephine Griffin, a Notary Public in and for said State and County duly commissioned and qualified, Wim Loebe, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association (the "Maker"), and is authorized by the Maker to execute this instrument on behalf of the Maker.

Witness my hand, at office, this 16th day of August, 2001.

Josephine R. Griffin
Notary Public

My Commission Expires:

JOSEPHINE R. GRIFFIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2006

Exhibit 3(1)

EXHIBIT "A"

(a) all of Wang's International, Inc.'s ("Debtor") accounts, contract rights, instruments (including those evidencing indebtedness owed to Debtor by its affiliates), documents, chattel paper, general intangibles relating to accounts, drafts and acceptances, and all other forms of obligations owing to Debtor arising out of or in connection with the sale or lease of Inventory (as defined hereunder) or the rendition of services, all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Secured Party ("Receivables");

(b) all of Debtor's general intangibles, whether now owned or hereafter acquired (including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any of the Receivables by a customer, all rights of indemnification, and all other intangible property of every kind and nature (other than Receivables);

(c) all of Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in selling or furnishing such goods, merchandise or other personal property, and all documents of title or other documents representing them ("Inventory");

(d) all of Debtor's right, title and interest in and to (i) its goods and other such property, including, but not limited to, all merchandise returned or rejected by customers, relating to or securing any of the Receivables; (ii) all of Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detainee, replevin, reclamation and repurchase; (iii) all additional amounts due to Debtor from any customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing the obligations of Debtor to the Secured Party; (v) all of Debtor's contract rights, rights of payment which have been earned under a contract right, instruments, documents, chattel paper, warehouse receipts, deposit accounts, money, securities and investment property to the extent related to or arising out of a Debtor's Inventory, Receivables or General Intangibles; (vi) if and when obtained by Debtor, all real and personal property of third parties in which Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (vii) any other goods, personal property or real property now owned or hereafter acquired in which Debtor has expressly granted a security interest or may in the future grant a security interest to Secured Party under any agreement between Secured Party and Debtor or any amendment or supplement thereto;

(e) all of Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software or programs (owned by

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Debtor or in which it has an interest which can be assigned pursuant to any relevant agreement), tapes, disks and documents relating to clause (a), (b), (c) or (d) above; and

(f) all proceeds and products of clause (a), (b), (c), (d) and (e) in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.