

RECOF TR.

02-13-2004 102668830

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

1. Name of conveying party(ies): Browns Canyon Corporation 2.11.04

2. Name and address of receiving party(ies) Name: Banister International, Inc. Address: 2005 Market Street, Suite 820 Philadelphia PA 19103

3. Nature of conveyance: Assignment June 30, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 5/849,854

B. Trademark Registration No.(s) 2,538,567

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Edward F. Behm, Jr. Internal Address: ReedSmith LLP 2500 - One Liberty Plance Street Address: 1650 Market Street City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 8. Deposit account number: 18-0586

DO NOT USE THIS SPACE

9. Signature. Edward F. Behm, Jr., Reg. 52,606 Name of Person Signing Signature Date February 9, 2004

02/12/2004 DBYRME 00000014 2538567

40.00 Total number of pages including cover sheet, attachments, and document: 1

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

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale and Assignment") is made as of June 30, 2003, by and between Banister International, Inc., a Pennsylvania corporation ("Buyer"), and Browns Canyon Corporation, a Delaware corporation ("Seller"), pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 30, 2003, by and among Buyer, Patrick W. Sylvester, Seller and Management Recruiters International, Inc., a Delaware corporation and an indirect parent of Seller ("MRI"). Except as otherwise set forth herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Conveyance and Assignment.

(a) For purposes hereof, "Assets" shall mean Seller's federally registered service mark "Banister International, U.S. Reg. No. 2,538,567" and related goodwill associated therewith in the United States. All other Purchased Assets are being transferred by MRI to Buyer contemporaneously herewith.

(b) Seller does hereby grant, sell, assign, transfer, convey and set over to Buyer, its successors and assigns, all of Seller's right, title, interest and associated goodwill in and to the Assets, along with the original instruments, if any, representing, evidencing or constituting such Assets, in accordance with, and subject to the terms and conditions of, the Purchase Agreement, to have and to hold the same unto Buyer, its successors and assigns, forever; provided, however that no Assets that (1) are incapable of assignment or transfer, (2) would become forfeitable by reason of a transfer or assignment, or (3) may not be transferred or assigned without the consent, approval or waiver of a third party (including, without limitation, any Governmental Authority) if such consent, approval or waiver has not been obtained as of the date hereof and such transfer or assignment (or attempted transfer or assignment) would constitute a breach thereof or a violation of any law, shall pass by virtue of this Bill of Sale and Assignment, the parties hereto having agreed to be bound by the provisions of Section 6.1.2 of the Purchase Agreement with respect thereto.

2. Acknowledgment. Buyer hereby acknowledges receipt of such rights, title and interest in and to the Assets, along with the original instruments, if any, representing, evidencing or constituting such Assets, in accordance with, and subject to the terms and conditions of, the Purchase Agreement.

3. Power of Attorney. To the extent it may lawfully do so, Seller hereby constitutes and appoints Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in Seller's name and stead, on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Assets, to give receipts and releases for and in respect of the Assets, or any part thereof, and to execute all instruments and to do all acts and things with respect to the Assets which Buyer, its successors and assigns, shall deem necessary or desirable to more effectively convey or transfer to, and vest in, Buyer and put Buyer in possession of, any part of the Assets; provided that no documents shall be executed under this power of attorney unless each such document has been submitted to Seller for execution and Seller has, without good cause, failed to execute and deliver such document to Buyer within a reasonable time frame.

4. Further Assurances. Each party hereto agrees from time to time, after the date hereof, to execute and deliver or cause to be executed and delivered such instruments or further assurances as may, in the reasonable opinion of the other party, be necessary or desirable to give effect to the provisions of this Bill of Sale and Assignment.

5. Binding Effect. This Bill of Sale and Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

6. Governing Law. The validity and effect of this Bill of Sale and Assignment and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

7. Interpretations. The headings of the sections contained in this Bill of Sale and Assignment are solely for convenience of reference and shall not affect the meaning or interpretations of this Bill of Sale and Assignment.

8. Conflicts with Purchase Agreement. Nothing contained herein shall in any way be construed to supersede, modify, replace, amend or affect the provisions of the Purchase Agreement, including, without limitation, the warranties, covenants, agreements, conditions or representations set forth therein, or to defeat, impair, limit, expand or enlarge in any way the rights, claims or remedies of the parties under the Purchase Agreement, including, without limitation, the parties' respective indemnification obligations thereunder. This Bill of Sale and Assignment is intended only to effect the purchase of certain assets pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Bill of Sale and Assignment and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement shall prevail, govern and control in all respects.

9. Counterparts. This Bill of Sale and Assignment may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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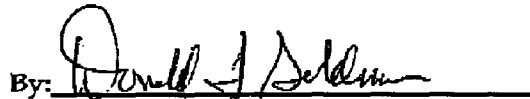
**IN WITNESS WHEREOF**, the parties hereto have caused this Bill of Sale and Assignment to be executed as of the day and year first written above.

**BANISTER INTERNATIONAL, INC.**

By: 

**PATRICK W. SYLVESTER, President**

**BROWNS CANYON CORPORATION**

By: 

**DONALD L GOLDMAN, President**

Edward F. Behm, Jr.  
Direct Phone: 215.241.5666  
Email: ebehm@reedsmith.com

2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301  
215.851.8100  
Fax 215.851.1420

February 9, 2004

Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

RE: U.S. Trademark Registration No.: 2,538,567  
Registered: February 12, 2002  
Mark: BANISTER INTERNATIONAL  
Docket No. 03-40169-US (884165.20002)

Dear Sir:

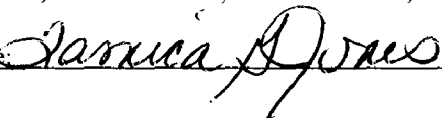
Enclosed are the following for filing in connection with the above-referenced application:

1. Bill of Sale and Assignment;
2. Recordation Form Cover Sheet – Trademarks Only;
3. A check in the amount of \$40.00; and
4. A self-addressed stamped postcard, return of which is requested to acknowledge receipt of the enclosed documents.

\* \* \* \* \*

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST-CLASS MAIL IN AN ENVELOPE ADDRESSED TO: Mail Stop Assignment Recordation Services Director of the US Patent and Trademark Office, P.O. BOX 1450, ALEXANDRIA, VA 22313-1450, ON February 9, 2004.

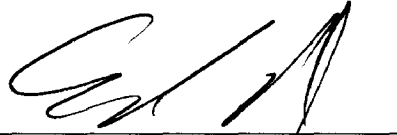
Name: Tamica Gatling-Jones \_\_\_\_\_ Signature: 

LONDON ♦ NEW YORK ♦ LOS ANGELES ♦ SAN FRANCISCO ♦ WASHINGTON, D.C. ♦ PHILADELPHIA ♦ PITTSBURGH ♦ OAKLAND ♦ PRINCETON  
FALLS CHURCH ♦ WILMINGTON ♦ NEWARK ♦ MIDLANDS, U.K. ♦ CENTURY CITY ♦ RICHMOND ♦ HARRISBURG ♦ LEESBURG ♦ WESTLAKE VILLAGE

r e e d s m i t h . c o m

The Commissioner is hereby authorized to charge any additional fees due, or credit any overpayment to Deposit Account No. 18-0586.

Respectfully submitted,



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Edward F. Behm, Jr.  
Registration No. 52,606  
Attorney for Applicant

Date: February 9, 2004

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1650 Market Street  
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(215 241-5666)