

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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)
American Desk Manufacturing Company
2600 West Avenue G
Temple, Texas 76504

Individuals Association
 General Partnership Limited Partnership
 Corporation-State: **TX**
 Other _____

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

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name

Order by U.S. Bankruptcy Court (pursuant to the court order that the assets be sold free and clear of any and all liens please remove the Assignments to BankAmerica Business Credit, Inc. that were recorded February 12, 1996, Reel/Frame

Other **1511/0345**

Execution Date: **April 22, 1997**

2. Name and address of receiving party (ies)
Name **Artco-Bell Corporation**
Internal Address _____
Address _____
Street Address: **1302 Industrial Boulevard**
City: **Temple** State **TX** Zip **76503**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Texas**
 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 No.(s)

0786711

0785602

Additional numbers attached? Yes No

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

Name **Melanie Cass**

Internal Address: _____

Cooley Godward LLP

Street Address **1 Maritime Plaza, 20th Floor**

San

City **Francisco** State: **CA** Zip: **94111**

6. Total number of applications and trademarks involved **2**

7. Total fee (37 CFR 3.41)... \$ **65.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3115

(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.

Melanie Cass

Name of Person Signing

Signature

September 14, 2004

Date

Total number of pages including cover sheet, attachments, and documents: **12**

913464 v1/SF

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

US DEPARTMENT OF COMMERCE

700114533

TRADEMARK
REEL: 002939 FRAME: 0284

CH \$65.00 033115 0786711

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

FILED

APR 22 1997

U.S. BANKRUPTCY COURT

BY J. F. DEPUTY

IN RE:)
)
AMERICAN DESK MANUFACTURING)
COMPANY)
)
DEBTOR)

CASE NO. 97-60387-LK

CHAPTER 11

**ORDER GRANTING DEBTOR'S APPLICATION TO SELL ASSETS OF
THE ESTATE OUTSIDE ORDINARY COURSE OF BUSINESS TO
ARTCO-BELL CORPORATION AND APOLLO GROUP, INC.
PURSUANT TO 11 USC §363 AND §365**

ON THIS DATE came on for consideration the Application To Sell Assets of the Estate Outside Ordinary Course of Business to Artco-Bell Corporation or to the Highest Bidder Pursuant to 11 USC §363(f) and §365 filed by AMERICAN DESK MANUFACTURING COMPANY, Debtor in the above-entitled and numbered bankruptcy proceeding. And the Court, having reviewed the pleadings and upon hearing the evidence and testimony presented by counsel, finds that said Application is with merit.

The Court further finds that all creditors and parties-in-interest received proper notice of the filing of the Application to Sell Assets of the Estate Outside Ordinary Course of Business to Artco-Bell Corporation or to the Highest Bidder Pursuant to 11 USC §363 and §365 and of this hearing. And therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Debtor's Application to Sell Assets of the Estate Free and Clear of Any and All Liens, Encumbrances, and Other Interests Pursuant to 11 U.S.C. 363(f) Outside the Ordinary Course of Business, excluding the 1997 ad valorem tax liens, shall be and is hereby granted.

IT IS FURTHER ORDERED that Debtor shall be authorized to sell to Artco-Bell Corporation and Apollo Group, Inc. Free and Clear of Any and All Liens, Encumbrances, and Other Interests Pursuant to 11 U.S.C. 363(f) Outside Ordinary Course of Business the disclosed assets of the bankruptcy estate pursuant to the term sheets attached hereto as Exhibit "A" and "B".

IT IS FURTHER ORDERED that the Court, having found both buyers to be in good faith, pursuant 11 U.S.C. 363(m), reversal or modification of this Order shall not affect the validity of any sale, provided said sale is not stayed by the order of a court of competent jurisdiction.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the sale of any and all the assets shall be subject to the valid 1997 ad valorem tax liens of all taxing authorities.

DATED: 4-22, 1997.


UNITED STATES BANKRUPTCY JUDGE

Please forward an executed and file-marked copy of the Order to:

CHERRY, DAVIS, HARRISON
MONTEZ, WILLIAMS & BAIRD, P.C.
JOHN A. MONTEZ
801 Washington Ave., 7th Floor
Waco, TX 76701-1291
(817) 756-5545
(817) 757-0522 FAX

JENKENS & GILCHRIST
LINDA SARTIN
1445 Ross Ave, Ste 3200
Dallas, TX 75202

SHEINFELD, MALEY & KAY
T. GLOVER ROBERTS
1700 Pacific Ave, Ste 4400
Dallas, TX 75201-4618

g:yam\amdesk\2.p20

Mr. Joseph LaCroix
President and CEO
American Desk Manufacturing Company
2600 West Avenue G
Temple, TX 76504-6107

Re: Offer to Debtor in Possession
American Desk Manufacturing Company

Dear Mr. LaCroix:

Artco-Bell Corporation or a new company to be formed by the shareholders of Artco-Bell Corporation (the "Buyer") will undertake the purchase of the assets of American Desk Manufacturing Company in its capacity as Debtor in Possession (the "Seller"). The purpose of this letter is for the Buyer to submit its firm offer and provide the basis for the negotiation of a definitive Asset Purchase Agreement (the "Agreement") pursuant to which such purchase would be undertaken. The purchase of the assets will be subject to approval by the United States Bankruptcy Court ("Bankruptcy Court") in the Chapter 11 case of American Desk Manufacturing which is now pending. Some of the basic terms and conditions of the Agreement would be as follows:

1. Form and Structure:

The Buyer will acquire all of the assets of Seller in Temple, Texas, (except accounts receivable generated prior to closing), including without limitation, the following:

a. The name "American Desk Manufacturing Co.", as well as related names such as "American Desk" and the like; and Buyer shall have the exclusive right to use this name and related names.

b. All real estate in Bell County, Texas

c. All inventory located in Bell County, Texas, and inventory of product lines produced in Bell County, including without limitation all raw material, all work in progress, and all finished goods (the Bell County Inventory), and the purchase price to be paid at closing shall be reduced, sixty cents for every dollar for any reduction that is more than \$100,000.00 in the value of Seller's Bell County Inventory at the date of closing from the value of the Bell County Inventory as of March 30, 1997.

except inventory of product lines produced in Temple, Texas. BH

BH



ARTCOA10101.doc

File No. 7-0120-0

SEP-14-2004 10:00

CREDIT ADVISORY

d. All furniture, fixtures, machinery, equipment and supplies located in Bell County, Texas, ~~including without limitation all tools and dies related to this Taylor operation which are located in the Temple, Texas location.~~ *At*

e. All contracts, agreements, leases, and purchase orders referable to operations in Bell County or to product lines produced in Bell County; provided, Buyer may elect not to buy selected contracts, agreements, leases or purchase orders, and same will not be included in the sale.

f. All intangibles, including without limitation copyrights, patents, product designs, phone numbers, licenses, logos, trade names, customer lists, and contracts which are owned by or pertain to American Desk Manufacturing Company and its business conducted in Bell County, and product lines produced in Bell County, Texas.

g. All accounts receivable for any goods shipped from the Bell County facilities after the closing of the sale contemplated in this offer. All accounts receivable for goods shipped prior to the closing will remain property of the Seller. ~~Article 5 Buyer shall have no responsibility for the collection of accounts receivable that remain property of the Seller.~~ *At*

~~Collection of Seller's accounts receivable by Buyer. Buyer will undertake to assist in the collection of Seller's pre-closing accounts receivable under the following terms and conditions:~~

~~(i) Buyer will send out bills and collect payments on Seller's accounts receivable, according to Buyer's standard business procedures for billing accounts. When, in the sole opinion of Buyer, further billing on an account is no longer reasonably practical, Buyer will cease collection efforts, and Buyer's sole obligation shall be to return the billing records related to such account to Seller, or to such other party designated by the Bankruptcy Court. Buyer will also turn over billing records and cease collection efforts at the request of Seller, or such other party as the Bankruptcy Court may designate.~~

~~(ii) Buyer shall not be required to file any lawsuit or other legal action, or to initiate or participate in any arbitration, mediation, or other alternative dispute resolution procedures, related to accounts receivable. All litigation and any and all alternative dispute resolution procedures will be initiated, defended, and participated in by the Seller, or by such other party as may be designated by the Bankruptcy Court. Seller, or such other person as may be designated by the Bankruptcy Court, shall have the full and sole responsibility for deciding when to initiate, defend or otherwise participate in any lawsuits or in any alternative dispute resolution procedures related to accounts receivable. Buyer's sole responsibility shall be to turn over billing information to Seller, or to such other party designated by the Bankruptcy Court, when requested.~~

(iii) When payments are received by Buyer, Buyer may rely on the payor's designation or notation as to which invoice(s) the payment applies, and may apply the payment accordingly. Buyer will separate out payments on Seller's accounts receivable, and will provide an accounting and pay the proceeds of same to Seller, or to BankAmerica Business Credit, Inc., or to such other party as the Bankruptcy Court may designate, not less often than weekly. When one check or payment is received which applies to two or more invoices, one or more of which is for goods shipped before closing, and one or more is for goods shipped after closing, the portion of the payment related to the pre-closing shipments will be paid over by Buyer, as described above.

(iv) Buyer shall be compensated for its services rendered in assisting in the collection of Seller's account receivable in the amount of four (4%) per cent of all of Seller's funds collected. Buyer's compensation shall be deducted by Buyer from the collected funds of Seller, and such deduction shall be reflected on the accounting to be provided to Seller described herein.

The form of the sale will be a sale free and clear of liens and interests pursuant to 11 U.S.C. § 541(f).

2. Purchase Price:

- 3/4* a. ~~\$2.9~~ ^{\$3.0} million to be paid in cash at closing.
- b. Accounts receivable for goods shipped prior to closing, generated from Seller's Temple, Bell County, Texas, operations, will be retained by Seller.

3. Management and Employees:

Buyer will endeavor to hire as many employees of American as is necessary and feasible, and maintain the business in Temple, Texas, provided that Buyer does not warrant or guarantee to hire any of Seller's employees, or to maintain the business in Temple, Texas, and neither this letter of intent nor the Agreement shall create any binding legal or equitable obligation on Buyer to do either.

4. Timing:

Buyer and Seller will use their best efforts to enter into the Agreement as soon as possible, and to obtain Bankruptcy Court approval for the sale as soon as possible.

Seller shall cause to be filed an application for approval of the sale described herein, or, an amended notice of the terms of this proposed sale.

REF ID: A1221 13-20

CHERYL MARIE HARRISON

Seller shall obtain any other orders of the Bankruptcy Court required to consummate the sale contemplated in this offer. The notice required by the Bankruptcy Rules for approval of a sale of assets pursuant to 11 U.S.C. §963(f) shall additionally provide that any objection to sale shall be served in writing on Buyer's counsel and shall further provide that if any objection is filed and served, hearing on said objection shall be scheduled on a date certain, but not later than April 22, 1997. Seller further agrees to notify Buyer of receipt of any offer for the purchase of any assets which are the subject of this letter of intent. Seller shall provide to Buyer a copy of any such offer within three days of Seller's receipt of said offer. Buyer and Seller will use their best efforts to close the sale contemplated in this offer as soon as reasonably possible, but not later than the eleventh (11th) day after the date on which the Bankruptcy Court enters its order approving and authoring the sale, free and clear of liens, as provided herein.

5. Contingencies:

This proposal is contingent upon:

leave in
~~no amount~~
~~not to exceed~~
~~\$100,000~~
~~through~~
~~closing~~

- a. Continued ~~operation~~ ^{business} of the business ~~in substantially the same form~~ as it operated during the approximate period of time when Seller's bankruptcy case was filed, including continued funding by BankAmerica Business Credit, Inc., or other adequate outside funding, through closing.
- b. Buyer and Seller entering into an Agreement satisfactory to both Buyer and Seller and containing provisions appropriate and customary for such agreements and transactions.
- c. Finalizing of debt financing arrangements, this contingency to be lifted not later than 5:00 p.m. of the first business day after the Bankruptcy Court enters its order approving the sale contemplated in this offer, free and clear of liens as described herein.
- d. Seller shall provide good title to the property to be sold, and Seller shall provide, at Buyer's expense, title insurance policies to Seller and to Seller's financing entity. All executory leases and contracts which are sold under the terms of this offer shall be assumed and sold as required under 11 U.S.C. § 365, and ~~shall be paid current at the time of closing at Seller's expense, with payments for the month of the closing to be pro-rated to date of closing.~~ *dit*
- e. Approval of the United States Bankruptcy Court, as a sale free and clear of liens and interests pursuant to 11 U.S.C. § 363(f), in form of order reasonably acceptable to Buyer; Seller to pay from the proceeds at closing: (1) ~~all usual and customary closing costs;~~ (2)

leave in

~~ad valorem property taxes for 1996 and prior years, ad valorem taxes to pro rated to date of closing, (3) past due amounts of unexpired leases and executory contracts which are assumed and assigned to Buyer as part of the sale, with payments to be pro rated to closing.~~

- f. There being no ERISA or other employee retirement or benefit plan or fund liabilities which might be asserted against Buyer after the closing.
- g. That Buyer is not required to comply with the terms set out in paragraph 4.a., page 3, of the First Amended Order Granting Motion Of Official Committee Of Unsecured Creditors Of American Desk Manufacturing Company, filed April 10, 1997, which requires that all bidders close within two business days of the date an order is entered approving the sale, or else post a 20% earnest money deposit, or else lose the sale. This offer is specifically stated to not include the terms set out in such paragraph 4.a.

6. Subsequent bids

Any subsequent offers for the Assets must exceed any prior offer (including the offer made herein, but not Buyer's prior offers) by no less than \$250,000.00.

7. Inspection:

Seller agrees to make available to Buyer during normal business hours, employees of the Company as well as information requested by the Buyer, which information Buyer agrees to treat confidentially.

8. Expenses:

Buyer and Seller shall each be responsible for their own expenses which result from the arrangements proposed in this letter.

9. Performance/Solicitation/Normal Course:

Buyer and Seller agree to use their best efforts to negotiate the Agreement, and to cause the sale contemplated herein to be approved by the Bankruptcy Court. The Seller further agrees that it shall endeavor to operate the

PRK-23-1551

10:57

CHEERY DAVID HARRISON

Company in order to maintain the value of the ongoing business including but not limited to customers, suppliers, employees and operating processes, as required by paragraph 5.a.

10. Publicity:

Except to the extent required by applicable law and the Bankruptcy Court, Buyer and Seller agree that the contents of this letter are confidential and that neither will make any form of public announcement without the express permission of the other party.

018

11. ~~THIS OFFER IS WITHDRAWN~~ IF NOT APPROVED by the COURT ON APRIL 23, 1997.

Buyer discloses that this offer has resulted in part from discussions between and among Buyer, the Official Committee of Unsecured Creditors and its chairman, Mr. Harold J. Erbs, The Apollo Group, Inc., and others, and suggestions made during those discussions. Further, Buyer is informed and believes that The Apollo Group, Inc., will make an offer for Seller's property located in Williamson County, Texas, and Buyer and The Apollo Group may share some due diligence expenses in connection with these offers. However, neither the price offered herein, nor the price in the expected Apollo Group offer is controlled by any agreement among potential bidders.

Sincerely,

ARTCO-BELL CORPORATION

By:


Patrick C. Hargadon, its attorney

Agreed to on this ___ day of April 1997

AMERICAN DESK MANUFACTURING COMPANY

By:

its _____

IN RE: ...

CHERRY DAVID HARRISON

DATE: 07/02/02 F.000/010

B

TECHNOLOGY & RESEARCH, Inc. LLC
Tera SWGT

1. "Newco", a newly formed corporation, will buy the assets of American Desk used in Debra's Taylor Texas Facility (primarily) which are attributable to the Science Lab and Contract Product lines (including machinery and equipment, all inventory, general intangibles, books & records, as well as the name "Taylor Furniture", plus the Taylor owned real estate (subject to certain qualifications as described below) for a purchase price of \$1,500,000.

The purchase price is payable as follows:

- (i) \$1 million cash on or before May 17th, with \$200,000 of such amount to be deposited within 48 hours of the order authorizing the Section 353 sale if no deposits are made by 07/12/02.
- (ii) \$500,000 balance to be memorialized by a one-year note bearing interest at 10% per annum, principal to be amortized over 36 months, payable quarterly with first payment due on September 30, 1998 and all unpaid principal due May 12, 1998. Interest in

payable month in the first day
of each month beginning June 1, 1997.
The note will be secured by
a first priority lien on the
Taylor, Texas equipment and real
estate, with a second priority,
subordinated lien to be granted
to Newco's lender.

* See Transmittal slip of
6088 being received 9/15/04

* The real estate: Newco will
have 60 days from the Closing
Date to elect to purchase
the Taylor real property for
\$215,000. This amount is
included in the purchase
price as part of the \$500,000
note amount. If Newco
does not elect to purchase
the Taylor real property for
\$215,000, then the note
amount will be reduced
by \$215,000 and the real
property remains part of
the Oldco's estate but subject
to a 2-year lease at
the then fair market value
in favor of Newco.

3. Closing Date to occur on or
before May 5, 1997 (May 7th, 1997)

4. Property taxes for current year will
be prorated as of May 5, 1997.
Title policy premiums and other loan

fee to be paid by Newco.

5. Business operations at Taylor facility will remain operational through the Closing Date, and there will be no sale of inventory out of the "ordinary course of business".

6. Buyer/Newco may designate contracts to be acquired and will be responsible for any cure periods.

7. Sale of assets to be free and clear of liens, claims and encumbrances and approved by the US Bankruptcy Court pursuant to 11 U.S.C. § 363.

8. If Newco cannot obtain satisfactory financing within 48 hrs. from date of the entry of the sale offer, all contracts are terminated and all obligations, so-called "Satisfactory Financing" shall be determined in the sole discretion of Newco.

9. Newco shall not be required to close, ~~unless~~ if the Sub Order ~~has been~~ ~~final~~ and is not subject to appeal ~~or~~ ~~is~~ ~~final~~ and is stayed.

10. Closing is contingent upon there being \$1.5 million ~~in~~ ~~inventory~~ as of closing date. If below \$1.5M price will be reduced \$1/2 for \$1/2.