

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

RE

09-09-2004

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



To the Honorable Commissioner of Patent

102832047

nal documents or copy thereof.

1. Name of conveying party(ies): Heilig-Meyers Company

2. Name and address of receiving party(ies)

Name: BNS Enterprises, Inc Internal Address:

Street Address: 7691 Poe Avenue

City: Dayton State: Ohio Zip: 45414

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Ohio

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

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/23/2003

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

A. Trademark Application No.(s) 76/154,582

B. Trademark Registration No.(s) 2,437,363

Additional number(s) attached Yes No

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

Name: Michael J. Nieberding

Internal Address: Thompson Hine LLP 2000 Courthouse Plaza NE

Street Address: 10 West Second Street

City: Dayton State: Ohio Zip: 45402

6. Total number of applications and registrations involved: 2

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

- Enclosed 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.

Michael J. Nieberding, Reg. No. 39,316 Name of Person Signing

Signature

8/26/2004 Date

Total number of pages including cover sheet, attachments, and document: 16

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

TRADEMARK SALE AND ASSIGNMENT AGREEMENT

This Agreement is made by and between HEILIG MEYERS COMPANY, INC. a Virginia corporation, having a mailing address of 12560 West Creek Parkway, Richmond, VA 23238 (hereinafter referred to as "Assignor") and BNS Enterprises, Inc. an Ohio corporation having a mailing address of 7691 Poe Ave., Dayton OH 45414 (hereinafter referred to as "Assignee").

1. BACKGROUND

1.1 Assignor is the owner of the following Federal Applications and Registration for the marks RENTSMART (& Design), WHEN YOU RENT ... RENTSMART and RENTSMART (collectively, the "Marks"):

Application No.:	76/154,582 Filed October 26, 2000	Mark: RENTSMART (& Design)
Application No.:	76/102,093 August 2, 2000	Mark: WHEN YOU RENT ... RENTSMART
Registration No.:	2,437,363 Registered March 20, 2001	Mark: RENTSMART

1.2 Assignee desires to acquire the Marks and the goodwill of the business associated with and symbolized by the Marks.

1.3 Assignor previously filed for bankruptcy in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, and the bankruptcy case designation is In re Heilig-Myers Company, et al., Case No 00-34533.

2. REPRESENTATIONS

2.1 Assignor represents that it is the owner of the above Marks and that it possesses the authority and ability to transfer, assign, sell, or otherwise dispose of the Marks.

2.2 Assignor represents that it has followed all necessary procedures to sell and assign the Marks free and clear of any and all liens, claims, encumbrances or interests as authorized the by the Order Establishing Procedures For Sales Of Assets Outside The Ordinary Course of Business and the Order Authorizing Debtors To Employ CONSOR® As Intellectual Property And Information Technology Advisor And Broker entered in Assignor's bankruptcy case, In re Heilig-Myers Company, et al., Case No 00-34533, United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, on May 29, 2001 and November 28, 2001, respectively, and attached hereto as Exhibits A and B, and that no objections were filed in connection with the notice given of the intent to sell and assign the Marks to Assignee.

3. CONSIDERATION

Assignee agrees to pay Assignor the amount of \$20,000 (U.S.) in exchange for receiving all right, title and interest in an to the Marks and the associated goodwill of the business symbolized by the Marks, such payment to be made to be made within five (5) business days of full execution of this Agreement.

4. ASSIGNMENT

In exchange for the consideration identified above, Assignor hereby assigns "AS IS, WHEREIS" to Assignee and Assignee hereby accepts all right, title, and interest in and to the Marks, including the associated Federal Registration No. 2,437,363 and Federal Application No. 76/154,582, as well as all common law rights associated with the Marks, together with the goodwill of the business associated with the use of and symbolized by the Marks.

HEILIG MEYERS COMPANY, INC.
(Assignor)

BNS ENTERPRISES, INC.
(Assignee)

By: Ronald L. Barden 10/23/03
Date

By: Robert J. Shiffler 10-4-2003
Date

Typed Name: Ronald L. Barden

Typed Name: Robert J. Shiffler

Title: Managing Director of Reorganization

Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

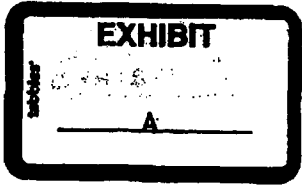
BEFORE ME, on this day personally appeared Ronald L. Barden, known to me to be the person signing below and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 23rd October day of ~~July~~ 2003.

Elizabeth J. Slate
Notary Public in and for the
Commonwealth of Virginia

Printed Name: Elizabeth J. Slate

My Commission Expires: 7-31-04



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

In re:)
) Chapter 11
HEILIG-MEYERS COMPANY, et al.)
) Case No. 00-34533 (DOT)
Debtors.)
) Jointly Administered

**ORDER ESTABLISHING PROCEDURES FOR SALES OF
ASSETS OUTSIDE THE ORDINARY COURSE OF BUSINESS**

Upon the motion, dated May 9, 2001 (the "Motion"), of the above captioned debtors and debtors in possession (the "Debtors"), for the entry of an order: pursuant to sections 105, 363 and 1146 of the Bankruptcy Code, as supplemented by Bankruptcy Rule 6004 establishing procedures for future sales of assets (the "Assets") outside the ordinary course of business; and notice of the Motion having been given in the manner described in the Motion; and no objections to the relief sought in the Motion having been filed; and a hearing on the Motion having been held before this Court, at which time all parties in interest were afforded an opportunity to be heard; and upon the Motion and the hearing on the Motion; and upon the entire record of these chapter 11 cases; and after due deliberation and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

- A. Capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Motion.
- B. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1134.
- C. Venue of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Determination of the Motion is a core proceeding under 28 U.S.C.

§§ 157(b)(2)(A) and (N). The statutory predicates for the relief requested herein are sections 105, 363 and 1146 of the Bankruptcy Code, and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

E. Proper, timely, adequate and sufficient notice of the Motion has been provided, and no other or further notice is required.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
DECREED THAT:

1. The Motion is granted.
2. The Debtors hereby are authorized and empowered to sell the Assets, free and clear of all liens, claims and encumbrances, if any, without further Court approval, pursuant to the Sale Procedures, as follows:

- For transactions where the consideration to be received exceeds \$5,000, but is less than \$250,000, the Debtors shall provide not less than five (5) business days' prior written notice (the "Notice") of the closing date of the sale of any Asset(s) to: (a) those parties having an interest in the particular sale, including any known holders, if any, of liens on or security interests in the Assets to be sold, whether arising by statute, prepetition agreement, or adequate protection order, including, where applicable, taxing authorities asserting a lien against the assets to be sold (the "Potential Lienholders"); and (b) counsel to the Creditors' Committee, counsel to the Prepetition Lenders, the U.S. Trustee, and counsel to the DIP Lenders (the "Notice Parties").
- The Notice shall identify any prospective purchaser, describe the Asset(s) to be sold, the proposed sale price and closing date, any other key sale terms and, where practicable, a description of the Debtors' efforts to sell such Asset(s). Assets shall not be sold at prices inconsistent with the terms of the Consent, if applicable.
- Any Notice Party or relevant Potential Lienholder may object to a proposed sale of Assets by filing an written objection with the Court and serving a copy upon the undersigned counsel to the Debtors so that it is received within the five business day notice period following service of the Notice. If an objection is received in this timeframe, the Debtors shall not proceed with the

proposed transaction until the objection is resolved by agreement of the parties or by order of the Court.

- For sales of Assets where the consideration to be received is less than \$5,000 per transaction ("Small Sales"), the Debtors may conduct such sales without providing any advance notice. Instead, by the end of each full calendar month subsequent to the entry of this Order, the Debtors shall serve the Notice Parties with a schedule identifying any Assets sold, the respective identities of the purchasers, and the consideration received therefor; provided however, that if the aggregate consideration for all Small Sales at any point exceeds \$250,000, the Debtors shall conduct no further Small Sales without the written consent of the Creditors' Committee.
- Notwithstanding the foregoing, no sale to an insider (as defined by section 101(31) of the Bankruptcy Code), regardless of purchase price, shall be regarded as a Small Sale for the purposes of the Sale Procedures.

3. Subject to requirements of the Sale Procedures, the Debtors are authorized to execute and deliver, and empowered to fully perform under, consummate and implement, transactions for the sale of the Assets, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the sale transactions, and to take all further actions as may reasonably be requested by any purchaser for the purpose of assigning, transferring, granting, conveying and conferring the Assets to such Purchaser.

4. Any agreements, documents or other instruments relating to sales of Assets pursuant to the Sale Procedures may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, provided that any such modification, amendment or supplement is not material and adverse to the Debtors.

5. The proceeds of sales of the Assets shall be applied in accordance with the requirements of the DIP Credit Agreement and the Adequate Protection Order, as and to the extent appropriate.

6. The authority to sell Assets pursuant to this Order shall be subject to a cap of \$250,000 per transaction or \$5 million in the aggregate; provided however, that the aggregate cap may be raised by the Debtors with the advance written consent of the Creditors' Committee.

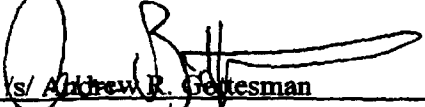
7. As provided by Bankruptcy Rule 7062, this order shall be effective and enforceable immediately upon entry.

Dated: Richmond, Virginia
May 29, 2001



CHIEF UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:



vs/ Andrew R. Gottesman
WILLKIE FARR & GALLAGHER
Paul V. Shalhoub, Esq.
Andrew R. Gottesman, Esq.
787 Seventh Avenue
New York, NY 10019-6099
(212) 728-8000

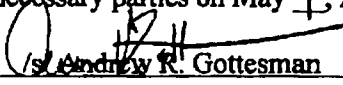
NOTICE OF JUDGMENT OR ORDER
Entered on Docket MAY 29 2001

-and-

LeCLAIR RYAN, a Professional Corporation
Bruce H. Matson (VSB No. 22874)
Lynn Lewis Tavenner (VSB No. 30083)
Paula S. Beran (VSB No. 34679)
707 E. Main St., Suite 1100
Richmond, Virginia 23219
(804) 783-2003

LOCAL RULE 9022-1(C) CERTIFICATION

I hereby certify that, pursuant to Local Bankruptcy Rule 9022-1(C), a copy of this Order substantially in the form herein was served on all necessary parties on May 9th, 2001.



/s/ Andrew R. Gottesman
Andrew Gottesman

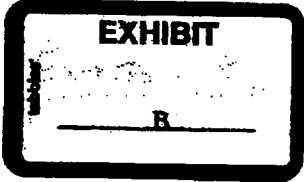
SERVICE LIST

LeCLAIR RYAN, a Professional Corporation
Bruce H. Matson (VSB No. 22874)
Lynn Lewis Tavenner (VSB No. 30083)
Paula S. Beran (VSB No. 34679)
707 E. Main St., Suite 1100
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Mathew A. Feldman, Esq.
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787 Seventh Avenue
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(212) 728-8000

B. Amon James
Office of the United States Trustee
11 South 12th Street
Richmond, Virginia 23219

Michael Stamer
Akin Gump Strauss Hauer & Feld
590 Madison Avenue
20th Floor
New York, NY 10022



UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division

In re:) Chapter 11
HEILIG-MEYERS COMPANY, et al.,)
Debtors.) Case Nos. 00-34533 through 00-34538
Jointly Administered

**ORDER AUTHORIZING DEBTORS TO EMPLOY
CONSOR® AS INTELLECTUAL PROPERTY AND
INFORMATION TECHNOLOGY ADVISOR AND BROKER**

This matter came before the Court upon the Debtors' Application To Employ CONSOR® As Intellectual Property And Information Technology Advisor And Broker (the "Application"). The Court having reviewed the Application, the proposed Agreement, and the Affidavit of Jay D. Lussan, a Director for CONSOR® ("CONSOR"), attached to the Application as Exhibit B (the "Affidavit"), and having heard the statements of counsel in support of the relief requested in the Application in open Court (the "Hearing"); and no objection to the Application having been received; and notice of the Application having been given to each of the parties identified in the Application; and it appearing that such notice is adequate and sufficient and that no other or further notice is necessary or required; and that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Application and the Affidavit are in full compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of this Court and that CONSOR is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a)

of the Bankruptcy Code; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors and other parties in interest; and sufficient cause appearing therefor, it is hereby FOUND, ORDERED, ADJUDGED AND DECREED that:

1. All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Application.

2. Due and adequate notice of the Application has been given.

3. The Application is APPROVED.

4. The Agreement (and each of the transactions contemplated thereby) attached to the Application as Exhibit A between the Debtors and CONSOR is hereby approved in its entirety.

5. The Debtors are authorized to employ CONSOR as the Debtors' intellectual property/technology assets advisor and broker in these chapter 11 cases, pursuant to section 327 of the Bankruptcy Code.

6. CONSOR is authorized to perform services that are necessary or appropriate to liquidate the Assets in connection with these chapter 11 cases, as provided in the Application including, but not limited to, the sale of those Assets governed by and in accordance with the Small Asset Sales Order.

7. The Debtors are authorized to compensate CONSOR for such services as provided in the Application, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the interim compensation procedures approved by the Court in these cases and any future orders of this Court.


8. The Debtors are further authorized to pay the Incidental Expenses without further Court Order.

9. The terms of the Agreement shall govern any and all ambiguities that may arise regarding the Agreement and the summarization of the Agreement set forth in the Application.

DATED: Richmond, Virginia
November 28, 2001


UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:


/s/ Lynn Lewis Tavenner
Bruce H. Matson, Esquire (Va. Bar No. No. 22874)
Lynn Lewis Tavenner, Esquire (Va. Bar No. No. 30083)
Troy Savenko, Esquire (Va. Bar No. No. 44516)
LECLAIR RYAN, A Professional Corporation
707 East Main Street, Suite 1100
Richmond, Virginia 23219
(804) 783-2003

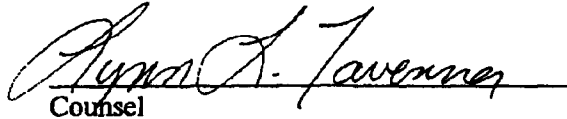
NOTICE OF JUDGMENT OR ORDER
Entered on Docket NOV 28 2001

-and-

Matthew A. Feldman, Esquire
Paul V. Shalhoub, Esquire
WILLKIE FARR & GALLAGHER
787 Seventh Avenue
New York, New York 10019-6099
(212) 728-8000

RULE 9022-1 CERTIFICATION

Pursuant to LBR 9022-1, I hereby certify that true copies of the foregoing were served on all necessary parties.


Counsel