

01-12-2005

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Mail Stop Assignment Recordation Services  
Commissioner of Patents and Trademarks  
P.O. Box 1450

Alexandria, VA 22313-1450

[x] First Class U.S. Mail

[ ] Certified Mail

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

1. Name of conveying party(ies):

Ocean National Bank  
P.O. Box 58  
Kennebunkport, ME 04046

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

2. Name and address of receiving party(ies):

Name: Malagar Group, LLC  
Street Address: 188 Bunker Hill Avenue  
Stratham, NH 03885

Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: September 14, 2004

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

If this document is being filed together with a new application, the execution date of the application is:

\*A. Trademark Application No.(s)

B. Trademark No.(s)

2,170,156	2,583,108
2,457,868	2,461,146
2,432,085	2,459,276
2,343,036	2,449,197

Additional numbers attached? [ ] Yes [x] No

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

Bourque & Associates P.A.  
835 Hanover Street, Suite 301  
Manchester, NH 03104

Atty. Docket No. WWSPORTS-MISC.

6. Total number of applications and trademarks involved: [ 8 ]

7. Total fee (37 CFR 3.41): \$ 215.00  
[x] Enclosed

[x] Authorized to be charged to deposit account

8. Deposit account number:

02-3285

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

01/11/2005 DBYRNE 00000223 2170156

01 FD:8521 40.00 OP  
02 FD:8528 175.00 OP

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

Daniel J. Bourque

Name of Attorney of Record  
Attorney Registration No. 35,457

Signature

1-7-05

Date

Total number of pages including cover sheet, attachments and document: [ 4 ]

**BILL OF SALE, ASSIGNMENT AND TRANSFER AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND TRANSFER AGREEMENT dated as of September 14, 2004, is made and given by Ocean National Bank, a national banking association organized under the laws of the United States of America ("Seller"), to Malagar Group, LLC, a corporation with an address of 188 Bunker Hill Avenue, Stratham, New Hampshire 03885 ("Buyer").

WHEREAS, Granite Bank, the predecessor in interest to the Seller loaned Two Hundred Seventy Thousand Dollars (\$270,000) (the "Loan") to World Wide Sports ("WWS"), which Loan was evidenced by that certain promissory note made by WWS payable to the order of Granite Bank in the principal amount of the Loan (the "Note");

WHEREAS, in order to secure its obligations to the Seller under the Note, WWS granted a security interest in various assets, which security interest was evidenced by a certain security agreement made by WWS in favor of Granite Bank (the "Security Agreement");

WHEREAS, WWS defaulted in the payment of its obligations under the Note and the Seller foreclosed upon and seized certain assets of WWS that remained on its business premises pursuant to the terms of the Security Agreement, and has liquidated nearly all of those assets excepting only certain intellectual property and any computer equipment remaining with Botnay Bay Computers (the "Assets"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from the Seller, the Assets for the sum of Five Thousand Dollars (\$5,000.00),

NOW, THEREFORE, in consideration of the payment of Five Thousand Dollars (\$5,000.00) from the Buyer to the Seller, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby agree as follows:

1. **BILL OF SALE AND ASSIGNMENT.** As of the date hereof, Seller, on behalf of itself and its successors and assigns, does hereby sell, convey, grant, bargain, transfer, set over, assign, alienate, remise, release and deliver unto Buyer, its successors and assigns, to have and to hold for its and their own use and enjoyment forever, all of Seller's right, title, interest and claim in and to the assets, including, without limitation, all intellectual property, URL's, trade names and service marks now or formerly of WWS, as well as all computers, software licenses and peripheral equipment associated with the business of WWS (the "Assets") to the extent that Seller may transfer such property. Seller does not know the location of or have possession of the Assets, and any transfer pursuant to this Agreement is made AS IS and WHERE IS, with no warranties of any kind, including warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, at common law, by statute, or otherwise, oral or written, past, present or future, or, as to, concerning or with respect to: (a) the nature, quality or condition of the Assets; (b) the suitability of the Assets for any and all activities and uses which Buyer may conduct therewith; (c) the compliance of or by the Assets or their operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) merchantability or fitness for a particular purpose of the Assets; (e) whether the Assets are subject to any liens, security interests or other encumbrances; and (f) any other matter with respect to the Assets. Buyer further acknowledges and agrees that it is purchasing the Assets pursuant to its independent examination, study, inspection and knowledge

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of the Assets and Buyer is relying upon its own determination of the value of the Assets and uses to which the Assets may be put, and not on any information provided or to be provided by Seller.

2. FURTHER COVENANTS AND AGREEMENTS.

a. From time to time hereafter, Seller will execute and deliver all such further instruments as Buyer and its successors or assigns may reasonably require to terminate and discharge Seller's security interest in and lien on the Assets, including, without limitation, the termination of any financing statements of record perfecting the security interest and lien of the Seller in and on the Assets. Buyer shall be responsible for the preparation and recording of any such instruments.

b. From time to time hereafter, Seller will execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer as Buyer and its successors or assigns may reasonably require to more effectively transfer to and vest in Buyer all of Seller's interest in the Assets. Buyer shall be responsible for the preparation and recording of any such instruments.

c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire applicable to contracts made and to be performed entirely within such State.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Bill of Sale as of the day and year first above written.

**SELLER:**

OCEAN NATIONAL BANK

By: Craig A. Lougee  
Name: CRAIG A LOUGEE  
Title: Vice President

**BUYER:**

MALAGAR GROUP, LLC

By: [Signature]  
Manager

STATE OF ~~NEW HAMPSHIRE~~  
COUNTY OF Rockingham

Before me this 14th day of September 2004 appeared Craig A. Lougee, a Vice President of Granite Bank, a national banking association, known to me or properly identified, and gave oath that his/her signature appearing above was the free act and deed of said association for the purposes therein stated.

[Signature]

WITNESSES

~~Notary Public/Justice of the Peace~~  
Name: Cathy Heard  
My commission expires: 1/21/09

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

Before me this 15<sup>th</sup> day of September 2004 appeared G. Rick Philbrick the manager of Malagar Group, LLC known to me or properly identified, and gave oath that his/her signature appearing above was his/her free act and deed.

Mark E. Weaver  
~~Notary Public/Justice of the Peace~~  
Name: Mark E. Weaver  
My commission expires: 2/2/05

Notary Public / Justice of the Peace  
Name: Carol Heard  
My commission expires: 1/21/09

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

Before me this 15<sup>th</sup> day of September 2004 appeared G. Rich Philbrick the manager of Malagar Group, LLC known to me or properly identified, and gave oath that his/her signature appearing above was his/her free act and deed.

Mark Weaver  
Notary Public / Justice of the Peace  
Name: Mark F. Weaver  
My commission expires: 3/8/05

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