

4/29/05

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05-05-2005



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

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231

1. Name of conveying party(ies):

Wilshire Technologies, L.L.C.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 5, 2005

2. Name and address of receiving party(ies)

Name: The Recovery Group, Inc.

Internal Address:

Street Address: 270 Congress Street

City: Boston State: MA Zip: 02210

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

78/269,331; 78/319,696; 78/325,038; 78/487,715

B. Trademark Registration No.(s)

1,859,498

Additional number(s) attached Yes No

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

Name: Allen J. Hoover

Internal Address:

Wood, Phillips, Katz, Clark & Mortimer

Street Address: 500 West Madison Street

Suite 3800

City: Chicago State: Illinois Zip: 60661-2511

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 200.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: charge deficiencies to:

23-0785

(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.

Allen J. Hoover

Name of Person Signing

Signature

April 29, 2005

Date

Total number of pages including cover sheet, attachments, and document: 8

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

05/04/2005 ECOOPER 00000170 78269331

01 FC:8521 02 FC:8522

40.00 OP 100.00 OP

Refund Ref: 05/04/2005 ECOOPER 000014448

CHECK RETURN TOTAL

TRADEMARK REEL: 003156 FRAME: 0376

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT, hereinafter referred to as the "Assignment", effective the 5th day of April, 2005 by Wilshire Technologies, LLC, a California limited liability company whose address is 5861 Edison Place, Carlsbad, CA 92008, hereinafter referred to as "Assignor", to The Recovery Group, dba TRG, Inc., a Massachusetts corporation, hereinafter referred to as "Assignee", is for the benefit of the creditors of Assignor.

RECITALS

WHEREAS Assignor is indebted to various and diverse persons; and

WHEREAS Assignor desires to provide for the payment of such persons by an assignment of all Assignor's property for the benefit of all such persons.

ASSIGNMENT

NOW, THEREFORE, in consideration for the covenants and agreements to be performed by the parties to this Assignment and for other valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the following General Assignment for the benefit of Assignor's creditors to Assignee under the following terms and conditions:

1. Assignor's Authority. Assignor represents and warrants that it has the full legal right, power and authority to enter into and execute this Assignment, and to carry out Assignor's obligations under this Assignment. Assignor further represents and warrants that any corporate proceedings required to be taken by Assignor to authorize Assignor to enter into, execute and carry out Assignor's obligations under this Assignment, and any corporate proceedings required to be taken by Assignor to authorize the representatives of Assignor signing this Assignment to sign this Assignment on behalf of Assignor, have been duly taken. Assignor agrees to provide Assignee with all corporate resolutions and other documents evidencing such authority, including but not limited to resolutions adopted by the Management Committee of Assignor, and the written consent of Assignor's Member.

2. Assignment of Property. Assignor hereby grants, assigns, transfers, sells, conveys, releases and quitclaims to Assignee and Assignee's successors and assigns, in trust for the benefit of Assignor's creditors generally, all of Assignor's property and assets of every kind and nature both real and personal and wherever situated together with any interest or equity therein not exempt from execution, including but not limited to all merchandise, furniture, fixtures, machinery, equipment, raw materials, merchandise in process, book accounts, books, accounts receivable, cash on hand, general intangibles, equity interests in other entities or subsidiaries, all choses in action (personal or otherwise) that are legally

assignable together with the proceeds of any existing non-assignable choses in action that be hereafter received by Assignor, deposits, patents, copyrights, intellectual property rights, trademarks and insurance policies, tax referrals, rebates, insurance refunds and claims and assets of Assignor's business known as: Wilshire Technologies, LLC and located at 5861 Edison Place, Carlsbad, CA 92008.

3. Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor, whether or not said real property is specifically described herein. Certain of said real property is more specifically described in Schedule A hereto.

4. Assignor's Cooperation.

a) Pursuant to California Code of Civil Procedure Section 1802, Assignor agrees to deliver to Assignee at the time of Assignor's making of this Assignment, a list of all creditors, equity holders, and any other parties in interest, which shall include the names, addresses, cities, states and ZIP Codes for each person, together with an amount of the person's anticipated claim in the assignment proceedings. Such list shall be signed by Assignor as accurate to the best of Assignor's knowledge and belief, and shall be in the form of the Schedules attached hereto as Exhibit B, which Exhibit B is incorporated herein by this reference.

b) Assignor agrees to: deliver to Assignee copies of all of Assignor's books of account and records, and to provide access to the Assignee of the originals of such books of account and records as the Assignee may reasonably request; execute and deliver all additional necessary documents immediately upon request by Assignee; execute, endorse and deliver to Assignee any and all instruments in writing that may be required to complete the transfer of all assets and legal title thereto to Assignee as intended by this Assignment; and, transfer all assets and legal title thereto to Assignee, including but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including mortgages, deeds of trust, motor vehicles and patent rights.

c) Assignor hereby authorizes Assignee to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among all others, claims for refund of taxes paid) or claims wherever necessary, in the name of Assignor.

d) Assignee is authorized to direct all Assignor's United States mail to be delivered to Assignee, and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and expressly authorized to do any thing or act which the Assignee in Assignee's sole discretion deems necessary or advisable to carry out the purpose of this Assignment.

5. Assignee's Powers and Duties. Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

a) To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee.

b) To sell or otherwise dispose of all real and personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.

c) To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, intellectual property, patents, franchises, causes or choses in action, interests in other entities and subsidiaries and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey title to Assignor's property to any bona fide buyer.

d) To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all State or County Tax Returns as required.

e) To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to California Code of Civil Procedure § 1802.

f) To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g) To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h) To conduct the business of the Assignor, as the Assignee deems necessary or appropriate.

i) To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priorities as to amounts only

and not time of distribution, as follows (or in such order of priority as may be otherwise required by applicable law):

(1) **FIRST**, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitle to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets, and the expenses of any operation.

(2) **SECOND**, all costs and expenses incidental to the administration of the assignment estate and the operation of the business of the Assignor, as applicable, including the payment of a reasonable fee to the Assignee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the general assignment and other professionals the Assignee deems necessary to properly administer the assignment estate.

(3) **THIRD**, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) **FOURTH**, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.

(5) **FIFTH**, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §§ 1204 and 1204.5 up to the statutory maximum.

(6) **SIXTH**, with the exception of those classes set forth above and all other priority claims under applicable law, all distributions to general unsecured creditors shall be, within such class, pro-rata in accordance with the terms of the creditor's indebtedness, until all such debts are paid in full. The Assignee may make interim distributions whenever the Assignee in its discretion has accumulated sufficient funds to enable it to make a reasonable distribution.

(7) **SEVENTH**, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of said Assignor, as per the list of equity holders provided with the making of this general assignment, or as may be otherwise provided.

j) To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

6. Appointment as Attorney. In fact, Assignor hereby appoints Assignee as Assignor's attorney in fact for the purpose of carrying out the powers and performing the duties described in Paragraph 5 of this Assignment. This appointment is irrevocable, with power of substitution, and with full power to act for and in the place of Assignor in such actions or proceedings in the name of Assignor, or otherwise, as the case may require, to do any and all acts, matters, and things to carry into effect the true intent and purpose of this Assignment, including the right to verify all pleadings or other documents on behalf of Assignor.

7. Assignee's Remuneration and Fees. From the proceeds of sale, collections operations or other sources (collectively, the "Proceeds"), Assignee shall pay itself and retain as Assignee all of its charges and expenses, together with its own reasonable remuneration and fee, which remuneration and fee shall be on an hourly basis according to the following schedule: hourly rates ranging from \$175 to \$490, plus out-of-pocket expenses incurred. Assignee may also pay from the Proceeds remuneration, fees, and expenses to Assignee's agents, the reasonable fees and expenses of Assignee's attorney, the reasonable fees and expenses of Assignee's accountant, and a reasonable fee to Assignor's attorney. Assignee may also pay from the Proceeds the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor, to the extent required by applicable law. All of the aforementioned amounts are to be determined at Assignee's sole but reasonable discretion and judgment.

8. Assignee's Liability. Assignee shall not be personally liable in any manner, and Assignee's obligations shall be in a representative capacity only, as an Assignee for the general benefit of Assignor's creditors. Assignee shall administer this estate according to the best of Assignee's ability. However, it is expressly understood and agreed that Assignee shall not be responsible for any negligence of Assignee's agents or employees selected by Assignee with reasonable care. It is further expressly understood and agreed that Assignee shall not be liable or responsible for any act done by Assignee in good faith in the administration of this estate. Any contract made by Assignee in connection with this Assignment shall not be binding on Assignee in its personal capacity, but shall bind the estate assigned and Assignee in Assignee's representative capacity only.

9. Successor Assignee. Assignee shall designate a successor assignee or assignee's, where practical, to act in the event of Assignee's incapacity or inability to act, pursuant to the provisions of this Assignment.

10. Common Law Assignment. It is understood and agreed that this Assignment is a common law assignment for the general benefit of Assignor's creditors.

11. Acceptance by Assignee. Assignee accepts the trust created by this Assignment.

12. Miscellaneous.

a) All notices under this Assignment shall be in writing and deemed effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, telecopy, or sent by United States first-class mail, postage prepaid, to the respective parties as follows:

Assignor: Wilshire Technologies, LLC
5861 Edison Place
Carlsbad, CA 92008
Attention: William Mistr
Telephone: 804.819.2312
Telefax: _____

Assignee: The Recovery Group, Inc.
270 Congress Street,
Boston MA 02210
Attention: Robert J. Glendon
Telephone: 617.482.4242
Telefax: 617.482.9804

b) The section headings in this Assignment are for the purpose of reference only and shall not be used for limiting or interpreting the meaning of any provision of this Assignment.

c) This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

d) The validity, construction and operational effect of this Assignment shall be governed by the laws of the State of California.

e) The provisions of this Assignment shall be binding on and inure to the benefit of each of the parties and their respective legal representatives, successors and assigns.

f) This Assignment supersedes any and all other agreements previously made between the parties hereto and constitutes the entire agreement between the parties relating to the subject matter of this Assignment. There are no other understandings or agreements between the parties hereto.

g) The Assignee shall not be required to qualify before any clerk of court of post a bond or other surety.

h) This Assignment shall be irrevocable, but the Assignor shall have the power to amend the Assignment to aid in the execution and administration of the Assignment as provided herein.

13. Schedules. The following schedules are to be submitted to Assignee within 3 business days of the date of this assignment, provided, however, the Assignee, at the Assignee's sole discretion, may accept the information detail requested on the schedules in a format other than that of the schedules:

- Schedule A - Assignor's Real Property
- Schedule B - Assignor's Personal Property
- Schedule C - Assignor's Secured Creditors
- Schedule D - Assignor's Unsecured Creditors
- Schedule E - Assignor's Unsecured Priority Creditors
- Schedule F - Executory Contracts and Unexpired Leases

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 5th day of April, 2005.

ASSIGNOR:

ASSIGNEE:

WILSHIRE TECHNOLOGIES, LLC

THE RECOVERY GROUP, INC.

By: *W.S. Mistr*
 Name: William S. Mistr
 Title: MANAGER

By: _____
 Name: _____
 Title: _____

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- Schedule E - Assignor's Unsecured Priority Creditors
- Schedule F - Executory Contracts and Unexpired Leases

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 5th day of April, 2005.


ASSIGNOR:

ASSIGNEE:

WILSHIRE TECHNOLOGIES, LLC

THE RECOVERY GROUP, INC.

By: _____
Name: _____
Title: _____

By: 
Name: Robert J Glendon
Title: Principal

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