

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Conveyance		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Foam Technologies, Inc.		11/30/1998	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UFP Technologies, Inc.		
Street Address:	172 East Main Street		
City:	Georgetown		
State/Country:	MASSACHUSETTS		
Postal Code:	01883-2107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1716874	PACIFIC FOAM	
Registration Number:	2297977		
Registration Number:	2320746	TINSEL	
Registration Number:	2261240	GREEN ZEBRA	
Registration Number:	2484163	DESIGN NAIL FILES	
Registration Number:	2261239	MAMBO	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick Berlack Israels LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		

CH \$165.00 1716874

ATTORNEY DOCKET NUMBER:	17616/17
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	11/22/2005
Total Attachments: 3 source=UFPsale#page1.tif source=UFPsale#page2.tif source=UFPsale#page3.tif	

BILL OF SALE AND CONVEYANCE

BILL OF SALE AND CONVEYANCE dated November 30, 1998, from Pacific Foam Technologies Inc., a California corporation, (the "Seller") to UFP Technologies, Inc., a Delaware corporation, (the "Buyer").

WHEREAS, by an Assets for Cash Purchase Agreement dated as of November 30, 1998 (the "Agreement") between Buyer and Seller, Seller has agreed to sell, transfer and convey to Buyer certain of the assets and business of Seller;

NOW, THEREFORE, for good and valuable consideration, in hand paid, receipt of which is hereby acknowledged:

1. Seller hereby conveys, transfers and assigns to Buyer all of its right, title and interest in all of the properties, assets and business of Seller, of every kind and description, tangible and intangible, real, personal or mixed, and wherever located, including without limitation (i) all assets shown or reflected on the Base Balance Sheet, as defined in the Agreement, (ii) all cash and cash equivalents, (iii) all accounts receivable, notes receivable, trade accounts, unbilled invoices, contract receivables and other receivables, (iv) all prepaid expenses and deposits, (v) all inventory, including all raw materials, finished goods, and all work in process, (vi) all open customer orders, (vii) all furniture, fixtures, and equipment, whether owned or leased, including without limitation the machinery and equipment set forth on Schedule A hereto, (viii) all business records and files, (ix) all good will including, without limitation, all general intangibles, patents, patent rights, patent licenses, other licenses, trademarks, service marks, trade names, other intellectual property, customer lists, brochures and marketing literature, (x) the exclusive right to use the name of Seller and any derivations thereof (including the name "Pacific Foam Technologies") as all or part of a trade or corporate name, (xi) all documents, instruments and chattel paper, (xii) all claims and causes of action, (xiii) all unexpired contracts and contract rights; but not including the following property:

(a) assets and property disposed of since the date of the Base Balance Sheet in the ordinary course of business and such other assets as have been disposed of pursuant to the Agreement;

(b) Seller's corporate franchise, stock record books, corporate record books containing minutes of meetings of directors and stockholders, original tax returns and financial statements, and such other records as have to do exclusively with Seller's organization or stock capitalization;

and from time to time to institute and prosecute in its name or otherwise, but at the direction and expense and for the benefit of Buyer and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the properties, assets and business transferred and assigned to Buyer pursuant to the Agreement, and to defend and compromise any and all actions, suits and proceedings in respect of any of said property, assets and business and to do any and all such acts and things in relation thereto as Buyer, its successors or assigns shall deem advisable, Seller hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

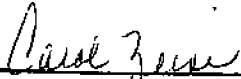
4. In case for any reason Buyer shall not be authorized or qualified to receive any specific property, or contract, claim, demand or right owned by Seller, Seller further covenants to execute appropriate deeds, acts, transfers, assignments, instruments and conveyances of any such property, claim, contract, demand or right required by the Agreement to be conveyed to the Buyer and now owned by Seller when and as Buyer, its successors or assigns shall be authorized or qualified to receive the same.

Notwithstanding anything herein to the contrary, the provisions of this Bill of Sale and Conveyance shall be subject to the provisions of the Agreement, and if and to the extent they are inconsistent, the provisions of the Agreement shall be controlling.


IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Conveyance to be executed on its behalf by the undersigned duly authorized officer as of the day and year first above set forth.

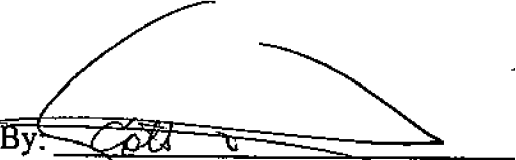
PACIFIC FOAM TECHNOLOGIES, INC.

Attest:



Carol Zeise
Controller


By: Scott Daley
Name: Scott Daley
Title: President


By: Scott Daley
Name: Scott Daley
Title: Secretary

(c) the Ford Explorer and the Ford Ranger automobiles reflected on the books of Seller, subject to any corresponding debt or lease obligation;

(d) product development costs net of depreciation and other assets which include incorporation costs, non-competition agreements and PFT Ranch, categorized on the Base Balance Sheet as "Other Assets", which shall not in the aggregate exceed \$178,946;

(e) the savings account maintained by Seller at City National Bank with a balance not to exceed \$1,336.23 as reflected on the Base Balance Sheet, plus accruing interest thereon;

(f) the City National Bank C.D. valued at \$100,000 on September 30, 1998, plus accruing interest thereon;

(g) the account maintained by Seller at Schwab #6870-8562, valued at \$103,600, as of November 9, 1998, plus accruing interest thereon;

(h) the loan to shareholder reflected on the Base Balance Sheet in an amount not to exceed \$388,392 together with any accruing interest thereon; and

(i) all employee benefit plans and the assets held by Seller thereunder.

2. Nothing in this Bill of Sale and Conveyance shall be construed as an attempt to assign any contract which is in law nonassignable without the consent of the other party or parties thereto unless such consent shall have been given. In order, however, that the full value of every such contract included within the assets to be transferred to Buyer and all claims and demands in such contract may be realized, Seller hereby covenants with Buyer that it will, in person or by agent, at the request of Buyer, under the direction of Buyer, in its name or otherwise as Buyer shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things necessary or proper (a) in order that Buyer's rights and obligations shall be preserved and (b) to facilitate the collection of the moneys due and payable and to become due and payable to it in and under every such contract and in respect of every such claim and demand, and it shall hold the same for the benefit of and shall pay the same over to Buyer, and in such event Buyer will indemnify or hold it harmless against all actions, claims and liabilities under such contracts.

3. In the event Seller does not, promptly upon the request of Buyer, take such actions as are required to further assure Buyer's title to the assets being conveyed hereunder in accordance with Section 1.8 of the Purchase Agreement, effective at such time and continuing thereafter, Seller does hereby constitute and appoint Buyer, its successors and assigns, Seller's true and lawful attorney or attorneys, with full power of substitution, for it and in its name, place and stead or otherwise, but on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive from time to time any and all property and assets, real, personal and mixed, tangible and intangible, conveyed, transferred and assigned to Buyer pursuant to the Agreement, and to give receipts and releases for and in respect of the same and any part thereof,