

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment based on foreclosure and bankruptcy of security interest recorded at Reel 2746 Frame 0657		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunshine Industries, Inc.		04/18/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Starmax Resource LLC		
Street Address:	18901 Euclid Avenue		
Internal Address:	Suite 3		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44117		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0789990	SOFT SWEEP	
CORRESPONDENCE DATA			
Fax Number:	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216 579 1700		
Email:	tmdocket@pearnegordon.com		
Correspondent Name:	Michael W. Garvey		
Address Line 1:	1801 East Ninth Street		
Address Line 2:	Suite 1200		
Address Line 4:	Cleveland, OHIO 44114-3108		
ATTORNEY DOCKET NUMBER:	STAR 38857		
NAME OF SUBMITTER:	Michael W. Garvey		
Signature:	/michaelwgarvey/		

CH \$40.00 0789990

Date:

11/23/2005

Total Attachments: 18

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AGREEMENT TO PURCHASE COLLATERAL

This Agreement to Purchase Collateral is made as of this 18th day of April, 2005, by and between **WELLS FARGO BUSINESS CREDIT, INC.**, (the "Lender"), and **STARMAX RESOURCE LLC** (the "Purchaser").

RECITALS:

A. **WHEREAS**, Sunshine Industries, Inc., an Ohio corporation, (the "Debtor"), is obligated to the Lender pursuant to that certain Credit and Security Agreement dated March 21, 2003, as amended, between the Debtor and Lender (the "Credit Agreement"), together with various other documents referenced in, contemplated by or executed in conjunction with, the Credit Agreement (collectively, the "Loan Documents"); and

B. **WHEREAS**, as security for its obligations to the Lender, the Debtor granted a security interest to the Lender in all of the assets described in the Credit Agreement and on Exhibit A attached hereto (the "Collateral"); and

C. **WHEREAS**, the Debtor has defaulted on its obligations to Lender under the Loan Documents; and

D. **WHEREAS**, on March 16, 2005, the Lender provided notice to those parties required by Section 409.611 of the Wisconsin Statutes of its intent to sell all or a portion of the Collateral, via a private sale; and

E. **WHEREAS**, the Purchaser has agreed to purchase a portion of the Collateral by private sale pursuant to Section 409.610 of the Wisconsin Statutes.

NOW, THEREFORE, in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Sale of Subject Assets. The Purchaser acknowledges and agrees that the Lender does not claim title to the Collateral. The Lender hereby agrees to sell and Purchaser agrees to purchase all of the Debtor's rights, title and interest in, to and under that portion of the Collateral described on **Exhibit B** hereto (the "Subject Assets") subject to the terms and conditions herein. In accordance with Section 409.617 of the Wisconsin Statutes, the foregoing sale of the Debtor's rights in the Subject Assets discharges the Lender's security interest in the Subject Assets and discharges liens and security interests on the Subject Assets subordinate to the Lender's security interest.

2. Retained Assets: Collection of Receivables. Notwithstanding anything in Paragraph 1, the Purchaser is not hereby purchasing (i) any interest in the Debtor's accounts or notes receivable (the "Receivables"), (ii) any interest in the Debtor's real property or (iii) any equipment or other assets not specifically identified on **Exhibit B** hereto. The Debtor's

Receivables will continue to be collected through the Debtor's existing lockbox arrangement with the Lender. In the event the Purchaser receives the proceeds of any such Receivables, the Purchaser agrees to promptly forward such proceeds to the Lender and until so forwarded, such proceeds shall be held by the Purchaser in trust for the benefit of the Lender.

3. Payment of Purchase Price; Lender's Deliveries. The Purchase Price to be paid by Purchaser to Lender for the Subject Assets shall be Three Hundred Thousand Dollars (\$300,000). The Purchase Price shall be payable in immediately available funds at closing. Lender, at closing, shall deliver to Purchaser the Certificate of Transfer in the form of Exhibit C attached hereto and such Transfer Statements in the form of Exhibit D attached hereto as may be necessary to transfer of record specific items of Collateral which may be subject to an official filing, recording, registration or certificate-of-title system. In addition, at closing or thereafter if necessary, Lender shall: (1) provide such terminations, satisfactions or releases reasonably requested by the Purchaser to evidence the release of the Lender's security interest in the Subject Assets, and (2) execute or deliver, or cause to be executed or delivered such further instruments of transfer and take such other action as Purchaser may reasonably require to carry out more effectively and completely the sale and transfer of the Subject Assets, including, but not limited to, the releases of any security interest or filing of record by Lender with any governmental entity and specifically any filings in the United States Patent and Trademark Office.

4. Representations by Purchaser. The Purchaser hereby represents and warrants to Lender that:

- (a) The Purchaser is a limited liability company duly organized and in good standing under the laws of the State of Delaware.
- (b) The Purchaser has all requisite limited liability company power and authority to enter into this Agreement and carry on its obligations hereunder.
- (c) The Purchaser has performed its own due diligence with respect to the nature, existence and value of the Collateral and assumes all risk with respect to the nature, existence and value of the Collateral.

5. Representations by Lender. The Lender hereby represents and warrants to Purchaser that:

- (a) John P. Kloss is a Vice President of the Lender and is authorized to execute this Agreement on the Lender's behalf;
- (b) The Lender owns and holds the indebtedness of the Debtor as represented in the Loan Documents;
- (c) Except as hereafter provided with respect to the Debtor's UPC Codes, the Lender has a duly perfected and valid first priority security interest in the

Collateral pursuant to Chapter 409 of the Wisconsin Statutes. The Lender makes no representation or warranty as to the validity or perfection of its security interest in the Debtor's UPC Codes;

- (d) The Debtor has defaulted on its obligations under the Loan Documents;
- (e) The Lender has the right under Chapter 409 of the Wisconsin Statutes to sell the Collateral;
- (f) The Lender has complied with the notice requirements under Section 409.611 of the Wisconsin Statutes with respect to the sale contemplated hereby; and
- (g) The Lender has not released any of the obligations of the Debtor to the Lender or the Lender's security interest in the Collateral.

6. No Other Representation or Warranty. **THE PURCHASER HEREBY ACCEPTS THE FOREGOING TRANSFER, ACKNOWLEDGES RECEIPT OF THE SUBJECT ASSETS AND ACKNOWLEDGES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5 HEREIN, THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE CONDITION OF THE SUBJECT ASSETS OR ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED. THE SUBJECT ASSETS ARE TRANSFERRED "AS IS" AND "WHERE IS." THERE IS NO WARRANTY FROM LENDER RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS TRANSACTION.**

7. Transfer Taxes and Fees. The Purchaser shall be responsible for all sales, use or other transfer taxes imposed with respect to the transfer of the Subject Assets as provided in this Agreement.

8. Exhibits. All exhibits and schedules hereto are by reference incorporated herein and made a part hereof.

9. Entire Agreement; Binding Effect. This Agreement (including all schedules and exhibits attached hereto) contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there are no agreements or understandings between the parties other than those set forth herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

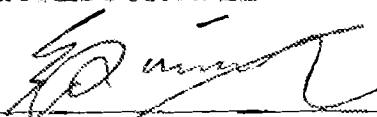
10. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

11. Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter, except as specifically limited herein.


12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Purchase Collateral to be duly executed as of the date first written above.

STARMAX RESOURCE LLC

By: 
Karl Zou, its President

WELLS FARGO BUSINESS CREDIT, INC.

By: 
John P. Kloss, Vice President

MW943160_3.DOC

Exhibit A

COLLATERAL






**Capitalized terms set forth below have the meanings given to them in that certain Credit and Security Agreement dated March 21, 2003, as amended, between Sunshine Industries, Inc. and Wells Fargo Business Credit, Inc.







All of Sunshine Industries, Inc.'s Accounts, chattel paper, deposit accounts, documents, Equipment, General Intangibles, goods, instruments, Inventory, Investment Property, letter-of-credit rights, letters of credit, all sums on deposit in any Collateral Account, and any items in any Lockbox; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; (v) all collateral subject to the Lien of any Security Document; (vi) any money, or other assets of the Borrower that now or hereafter come into the possession, custody, or control of the Lender; and (vii) proceeds of any and all of the foregoing.



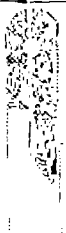
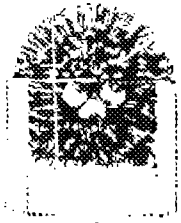
Exhibit B**SUBJECT ASSETS**

1. All Inventory of Debtor.
UPC codes of Debtor used in the Debtor's business, but only to the extent any of such UPC Codes were not sold to the buyers of the business of the Newton Broom & Brush division of Debtor located in Newton, Illinois pursuant to the terms of that certain Asset Purchase Agreement dated as of January 24, 2005, between Debtor and Don Leventhal Group LLC (the "Newton Purchase Agreement"). Lender has no express knowledge of or information regarding these codes and makes no representation or warranty regarding the existence or registration of these codes.
2. Trademarks identified on **Schedule I** hereto and the goodwill related thereto, but only to the extent any of such Trademarks were not sold to the buyers of the business of the Newton Broom & Brush division of Debtor located in Newton, Illinois pursuant to the Newton Purchase Agreement. The US Patent and Trademark Office registration information contained on Schedule I was compiled in March, 2003 and has not been updated since that time. Lender makes no representation or warranty regarding the current status of such registrations.

SCHEDULE I
To EXHIBIT B

MARK	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE	STATUS
WASHY ONES	2,494,257	10/02/01	Registered
	75/896,990	1/14/00	Pending
AGCO	2,336,036	03/28/00	Registered
	2,420,052	01/09/01	Registered
HANDS ON	75/583,987	11/06/98	Pending
DIRT BE GONE	2,418,019	01/02/01	Registered
THIRSTIN'	2,336,604	03/28/00	Registered
NEON BRITES	2,336,603	03/28/00	Registered
	2,404,534	11/14/00	Registered
WINDOW WHOOSHER	2,347,550	05/02/00	Registered
TUBSTER	2,269,817	08/10/99	Registered
	2,217,774	01/12/99	Registered
KITCHEN KOUSINS	2,092,875	09/02/97	Registered
BIG JCN	2,047,918	03/25/97	Registered
ACTION FIBER	2,289,168	10/26/99	Registered
CLEANIN' BUDDY	2,170,011	06/30/98	Registered
XTEND-A-SAURUS	2,088,290	08/12/97	Registered
	2,000,053	09/10/96	Registered

MARK	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE	STATUS
	2,101,943	09/30/97	Registered
YARD WARE	2,573,973	05/28/02	Registered
HEDDA FEATHERS	1,971,304	04/30/96	Registered
	1,969,885	04/23/96	Registered
	1,964,216	03/26/96	Registered
	1,964,215	03/26/96	Registered
DECO SWEEP	2,059,738	05/06/97	Registered
	2,016,832	11/19/96	Registered
HARMAK	2,089,525	08/19/97	Registered
CADDY CRITTERS	1,919,807	09/19/95	Registered
DUST RUNNER	1,998,661	09/03/96	Registered
DECO CADDIES	1,997,462	08/27/96	Registered
SHOE BUDDIES	1,997,461	08/27/96	Registered
KANGO	2,059,655	05/06/97	Registered
PROFESSOR FLUFF'N DUST	1,997,460	08/27/96	Registered
	1,973,927	05/14/96	Registered
PLEASURE PUFF	1,845,648	07/19/94	Registered
RUB A TUB	1,884,309	03/14/95	Registered

MARK	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE	STATUS
	1,855,791	09/27/94	Registered
WOOLINDA	1,864,298	11/22/94	Registered
	1,804,530	11/16/93	Registered
	1,809,229	12/07/93	Registered
	1,796,411	10/05/93	Registered
WEBSTER	1,830,388	04/12/94	Registered
THE SUNSHINE TEAM	1,850,348	08/16/94	Registered
CLEANING WITH CHARACTER	1,853,106	09/06/94	Registered
DUSTIN	1,841,363	06/21/94	Registered
ROUNDAABOUT	1,841,362	06/21/94	Registered
STICKY CRITTER	1,788,207	08/17/93	Registered
DUST PUFF	1,755,382	03/02/93	Registered
PIK UP STIK	1,720,349	09/29/92	Registered
ROLL IT AWAY	1,798,721	10/12/93	Registered
Clean-n-Wring	1,769,340	05/04/93	Registered
DAZZLE	1,673,019	01/21/92	Registered
WINDO PRO	1,656,845	09/10/91	Registered
Fannie	1,651,946	07/23/91	Registered
GERI RAFF	1,603,816	06/26/90	Registered
NEAT-N-EASY	1,577,811	01/16/90	Registered

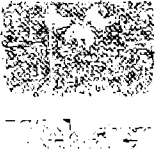



MARK	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE	STATUS
MARY HAD A LITTLE LAMB...DUSTER	1,511,837	11/08/88	Registered
MOP TOPUS	1,511,832	11/08/88	Registered
WANDA WOOLY	1,483,488	04/05/88	Registered
	1,424,875	01/13/87	Registered
	1,428,416	02/10/87	Registered
	1,078,951	12/06/77	Registered
TWIST-N-DRY	1,055,339	12/28/76	Registered
	857,901	10/01/68	Registered
SUNSHINE	803,862	02/15/66	Registered
SOFT SWEEP	789,990	05/25/65	Registered

Exhibit C

**CERTIFICATE OF TRANSFER
PURSUANT TO CHAPTER 409 OF THE WISCONSIN STATUTES**

This Certificate of Transfer Pursuant to Chapter 409 of the Wisconsin Statutes is made as of this 18th day of April, 2005, by and between WELLS FARGO BUSINESS CREDIT, INC. (the "Lender"), and STARMAX RESOURCE LLC (the "Purchaser").

R E C I T A L S:

A. WHEREAS, SUNSHINE INDUSTRIES, INC., an Ohio corporation (the "Debtor"), is obligated to the Lender pursuant to that certain Credit and Security Agreement dated March 21, 2003, as amended, between the Debtor and Lender (the "Credit Agreement"), together with various other documents referenced in, contemplated by or executed in conjunction with, the Credit Agreement (collectively, the "Loan Documents"); and

B. WHEREAS, as security for its obligations to the Lender, the Debtor granted a security interest to the Lender in all of its assets described as the "Collateral" in the Credit Agreement; and

C. WHEREAS, on March 16, 2005, the Lender provided notice to those parties required by Section 409.611 of the Wisconsin Statutes of its intent to sell the Collateral via a private sale; and

D. WHEREAS, the Purchaser has agreed to purchase that portion of the Collateral described on **Exhibit A** attached hereto (the "Subject Assets") by private sale pursuant to Section 409.610 of the Wisconsin Statutes.

NOW, THEREFORE, in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

A G R E E M E N T S:

1. The Purchaser acknowledges and agrees that the Lender does not claim title to the Subject Assets. The Lender, to the extent it is a holder of a valid, perfected lien on the Subject Assets, hereby transfers to the Purchaser all of the Debtor's right, title and interest in, to and under the Subject Assets and discharges and releases its security interest in the Subject Assets. The Purchaser hereby accepts the foregoing transfer.

2. The Purchaser has performed its own due diligence with respect to the nature, existence and value of the Subject Assets. The Purchaser assumes all risk with respect to the nature, existence and value of the Subject Assets.

3. THE PURCHASER HEREBY ACCEPTS THE FOREGOING TRANSFER, ACKNOWLEDGES RECEIPT OF THE SUBJECT ASSETS AND ACKNOWLEDGES THAT THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE CONDITION OF THE COLLATERAL OR ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED. THE SUBJECT ASSETS ARE TRANSFERRED "AS IS" AND "WHERE IS." THERE IS NO WARRANTY FROM LENDER RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS TRANSACTION.

4. The Lender agrees to execute any further papers that accurately reflect the present transaction in which the Lender has solely transferred the interests of Debtor in the Subject Assets, as necessary to effectuate the transfer of the Subject Assets to the Purchaser.

5. The Lender hereby confirms that:

(a) John P. Kloss is a Vice President of the Lender and is authorized to execute this document on the Lender's behalf.

(b) John P. Kloss is generally familiar with the relationship between the Lender and the Debtor.

(c) The Lender owns and holds the indebtedness of the Debtor as represented in the Loan Documents.

(d) The Lender has not released any of the obligations of the Debtor to the Lender or the Lender's security interest in the Subject Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Certificate of Transfer to be duly executed as of the date first written above.

By: _____
Its: _____

WELLS FARGO BUSINESS CREDIT, INC.

By: _____
John P. Kloss, Vice President

MW943160_1.DOC

Exhibit D

TRANSFER STATEMENT

PURSUANT TO SECTION 409.619 OF THE WISCONSIN STATUTES

Debtor: Sunshine Industries, Inc.
1111 East 200th Street
Cleveland, Ohio 44117-1171

Secured Party: Wells Fargo Business Credit, Inc.
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Transferee: Starmax Resource LLC
3659 Green Road, Suite 304
Beachwood, Ohio 44122

Wells Fargo Business Credit, Inc. (the "Secured Party") hereby certifies that:

A. Sunshine Industries, Inc., an Ohio corporation, (the "Debtor"), is obligated to the Secured Party pursuant to that certain Credit and Security Agreement dated March 21, 2003, as amended, between the Debtor and Secured Party (the "Credit Agreement"), together with various other documents referenced in, contemplated by or executed in conjunction with, the Credit Agreement (collectively, the "Loan Documents"); and

B. As security for its obligations to the Secured Party, the Debtor granted a security interest to the Secured Party in all of the assets described in the Credit Agreement, including those assets described on **Exhibit A** attached hereto (the "Specified Collateral"); and

C. The Debtor has defaulted on its obligations to the Secured Party under the Loan Documents; and

D. The Secured Party has exercised its post-default remedies with respect to the Specified Collateral pursuant to Section 409.601 et seq. of the Wisconsin Statutes;

E. By reason of the Secured Party's exercise of its post-default remedies with respect to the Specified Collateral, Transferee has acquired all of Debtor's rights in the Specified Collateral.

EXECUTED AND AUTHENTICATED, this 18th day of April, 2005.

WELLS FARGO BUSINESS CREDIT, INC

John P. Kloss, Vice President

Subscribed and sworn to before me by John P. Kloss, Vice President, Wells Fargo Business Credit, Inc. this 18th day of April, 2005.

Notary Public

My commission expires: _____

MW943160_3 DOC

**CERTIFICATE OF TRANSFER
PURSUANT TO CHAPTER 409 OF THE WISCONSIN STATUTES**

This Certificate of Transfer Pursuant to Chapter 409 of the Wisconsin Statutes is made as of this 18th day of April, 2005, by and between WELLS FARGO BUSINESS CREDIT, INC. (the "Lender"), and STARMAX RESOURCE LLC (the "Purchaser").

RECITALS:

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B. WHEREAS, as security for its obligations to the Lender, the Debtor granted a security interest to the Lender in all of its assets described as the "Collateral" in the Credit Agreement; and

C. WHEREAS, on March 16, 2005, the Lender provided notice to those parties required by Section 409.611 of the Wisconsin Statutes of its intent to sell the Collateral via a private sale; and

D. WHEREAS, the Purchaser has agreed to purchase that portion of the Collateral described on Exhibit A attached hereto (the "Subject Assets") by private sale pursuant to Section 409.610 of the Wisconsin Statutes.

NOW, THEREFORE, in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

AGREEMENTS:

1. The Purchaser acknowledges and agrees that the Lender does not claim title to the Subject Assets. The Lender, to the extent it is a holder of a valid, perfected lien on the Subject Assets, hereby transfers to the Purchaser all of the Debtor's right, title and interest in, to and under the Subject Assets and discharges and releases its security interest in the Subject Assets. The Purchaser hereby accepts the foregoing transfer.

2. The Purchaser has performed its own due diligence with respect to the nature, existence and value of the Subject Assets. The Purchaser assumes all risk with respect to the nature, existence and value of the Subject Assets.

3. THE PURCHASER HEREBY ACCEPTS THE FOREGOING TRANSFER, ACKNOWLEDGES RECEIPT OF THE SUBJECT ASSETS AND ACKNOWLEDGES THAT THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE CONDITION OF THE COLLATERAL OR ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED. THE SUBJECT ASSETS ARE TRANSFERRED "AS IS" AND "WHERE IS." THERE IS NO WARRANTY FROM LENDER RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS TRANSACTION.

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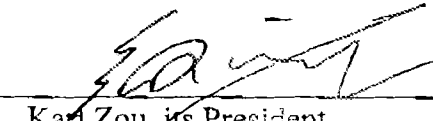
(b) John P. Kloss is generally familiar with the relationship between the Lender and the Debtor.

(c) The Lender owns and holds the indebtedness of the Debtor as represented in the Loan Documents.

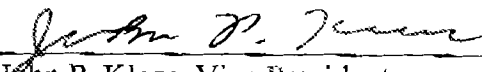
(d) The Lender has not released any of the obligations of the Debtor to the Lender or the Lender's security interest in the Subject Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Certificate of Transfer to be duly executed as of the date first written above.

STARMAX RESOURCE LLC

By: 
Karl Zou, its President

WELLS FARGO BUSINESS CREDIT, INC.

By: 
John P. Kloss, Vice President

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Secured Party: Wells Fargo Business Credit, Inc.
100 East Wisconsin Avenue
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Transferee: Starmax Resource LLC
3659 Green Road, Suite 304
Beachwood, Ohio 44122

Wells Fargo Business Credit, Inc. (the "Secured Party") hereby certifies that:

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B. As security for its obligations to the Secured Party, the Debtor granted a security interest to the Secured Party in all of the assets described in the Credit Agreement, including those assets described on Exhibit A attached hereto (the "Specified Collateral"); and

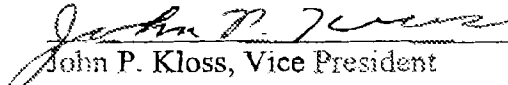
C. The Debtor has defaulted on its obligations to the Secured Party under the Loan Documents; and

D. The Secured Party has exercised its post-default remedies with respect to the Specified Collateral pursuant to Section 409.601 et seq. of the Wisconsin Statutes;

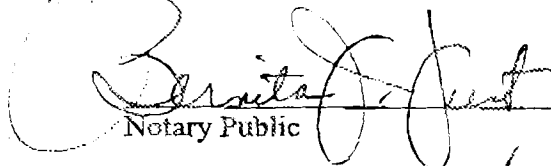
E. By reason of the Secured Party's exercise of its post-default remedies with respect to the Specified Collateral, Transferee has acquired all of Debtor's rights in the Specified Collateral.

EXECUTED AND AUTHENTICATED, this 18th day of April, 2005.

WELLS FARGO BUSINESS CREDIT, INC


John P. Kloss, Vice President

Subscribed and sworn to before me by John P. Kloss, Vice President, Wells Fargo Business Credit, Inc. this 18th day of April, 2005.


Notary Public

My commission expires: 2/12/08

MW943160_1.DOC