



ACME SPONGE

L: 813-942-3064

27,97 14:13 No.013 P.O.

FROM 1STB WEST FL CORP

813 895 7612

1997.08-26

17:24

#287 P.07

**BILL OF SALE AGREEMENT**

This Bill of Sale Agreement ("Agreement") is entered into December 19, 1996, between SouthTrust Bank of Florida, N.A. ("Creditor"); Peter D. Bursik ("Receiver"); and Acme Sponge & Chamois Co., Inc., a Florida corporation ("Purchaser").

*kg ussr, PDD*

**RECITALS**

Creditor has taken possession of all of the assets of Sponge Fishing Company, a Florida corporation, ("Sponge Fishing") pursuant to Creditor's rights under security and lien interests granted by Sponge Fishing to Creditor and pursuant to Section 679.504, Florida Statutes (1995);

Creditor has notified Sponge Fishing and all other interested parties of its intent to dispose of certain of those assets by Private Sale pursuant to Section 679.504(3) (the "Private Sale").

Purchaser desires to purchase those Assets from Creditor at the Private Sale;

Receiver has been appointed by the Circuit Court in and for Pinellas County, Florida to administer the real estate of Sponge Fishing (the "Premises"); and

Receiver is willing to authorize Purchaser the period of time provided below to remove from the Premises the assets purchased by Purchaser.

**TERMS**

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and on the terms and subject to the conditions herein set forth, the parties to this Agreement agree as follows:

1. The Recitals to this Agreement are incorporated herein by this reference.
2. Upon execution of this Agreement, Purchaser shall pay to the Creditor the sum of Three Hundred Five Thousand and No/100 Dollars (\$305,000.00) by wire transfer.
3. Upon execution of this Agreement, Purchaser shall open an interest bearing checking account with Creditor to be titled in the name of Purchaser (the "Holdback Account") and Purchaser shall deposit in the Holdback Account the sum of Forty-Five Thousand and No/100 Dollars (\$45,000.00) (which amount, along with interest earned thereon, is referred to hereinafter as the "Holdback Funds") by wire transfer. Purchaser shall not withdraw the Holdback Funds from the Holdback Account, except as provided in this Agreement.

4. If within one hundred (100) days of the execution of this Agreement, no bankruptcy petition has been filed and no bankruptcy proceeding has commenced either by or against Sponge Fishing, then Purchaser shall on that date pay the Holdback Funds to the Creditor. If within such period, however, a bankruptcy petition is filed or a bankruptcy proceeding is commenced against Sponge Fishing, then the Holdback Funds shall be held in trust for the benefit of the Creditor.

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commenced either by or against Sponge Fishing, then Purchaser's obligation to pay the Holdback Funds to Creditor shall be suspended until the conclusion of the bankruptcy case and the Holdback Funds shall continue to be held in the Holdback Account and shall be withdrawn only as provided hereinafter. If the sale of the assets described below by Creditor to Purchaser under this Agreement is challenged, then Purchaser may withdraw the Holdback Funds to the extent necessary to compensate Purchaser for any damages or loss incurred by Purchaser as a result of the challenge, including, but not limited to, any attorneys' or other fees, costs, and charges incurred by Purchaser in defense of or related to its purchase of the assets. After Purchaser has withdrawn the amounts provided for in this paragraph and upon the conclusion of any and all bankruptcy proceedings involving Sponge Fishing as the debtor, Purchaser shall pay the remaining Holdback Funds, if any, to Creditor. If, however, the challenge by Sponge Fishing's trustee or any other party to the ownership interest of Purchaser in the general intangible property or any other of the assets purchased under this agreement is successful, the amount of the damages shall be the full amount of the Holdback Funds.

5. (a) Pursuant to Section 679.504, Florida Statutes (1995), Creditor hereby sells, transfers, assigns, conveys, and delivers to Purchaser and its successors and assigns forever by Private Sale all of Sponge Fishing's right, title, and interest in all of its assets, including but not limited to the assets listed on the attached Schedule A, which is incorporated herein by this reference, but excluding the Premises and Sponge Fishing's accounts receivable. The assets disposed of by Creditor pursuant to Section 679.504 and purchased by Purchaser for value are referred to as the "Purchased Assets." In addition to the foregoing, the Purchased Assets shall include but not be limited to:

- (i) Clicking equipment and dyes;
- (ii) Intellectual property rights (including but not limited to patents, trademarks, tradenames, copyrights, trade secrets, "Sponge Fishing Company" name, and phone numbers);
- (iii) Supplies;
- (iv) Customer lists and records in the Creditor's possession (including at the Premises); and
- (vi) All other business records in the Creditor's possession (including at the Premises);

to have and to hold the same and each and all thereof unto Purchaser and its successors and assigns forever, to its and their own use and benefit forever.

(b) It is the intent of the parties to this Agreement that the disposition of the Purchased Assets as provided for herein by Private Sale pursuant to Section 679.504 Florida Statutes (1995) transfers to Purchaser all of Sponge Fishing's rights in the Purchased Assets and

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TEL: 813-942-3064

Aug 27, 97 14:13 No.013 P.04

FROM : STR WEST FL CORP

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discharges the security interest of Creditor in the Purchased Assets and any security interest of any third party subordinate to the security interest of Creditor in the Purchased Assets. Creditor agrees that the Purchaser is acting in good faith in purchasing the Purchased Assets.

6. Creditor and Receiver authorize Purchaser to enter onto the Premises to remove the Purchased Assets during normal business hours from the date of this Agreement through and including January 20, 1997. During this period Receiver shall maintain utility service to the Premises, including but not limited to electrical, trash collection, and telephone service. Purchaser shall reimburse Creditor or Receiver, as the case may be, for the cost of the telephone service during that period.
7. Upon the execution of this Agreement, Receiver shall provide Purchaser with a set of keys, security codes, security cards, and all other materials required to gain entry to those portions of the Premises necessary for Purchaser to remove the items sold pursuant to this Agreement (collectively "Access Devices").
8. Purchaser shall return the Access Devices to Receiver on or before January 20, 1997.
9. Purchaser shall have no responsibility to remove trash or other debris from the Premises or to clean, repair, maintain, or insure the Premises.
10. Creditor hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title, and other documents as may be necessary more fully to sell, transfer, assign, and convey to and vest in Purchaser the Purchased Assets hereby sold, transferred, assigned, and conveyed by Private Sale pursuant to Section 679.504.
11. Creditor shall indemnify and hold harmless Purchaser from any and all claims, including without limitation claims brought in any bankruptcy proceedings that challenge Purchaser's right, title and interest in the Purchased Assets. Such indemnification shall include attorney fees incurred by Purchaser in enforcing its indemnification right, or defending against any claims as described above, and shall be subject to the money limitations set forth in paragraph 3 above and the conditions set forth in paragraph 4 above. If any claim, action, or proceeding is brought against a person (an "Indemnified Party") in respect of which indemnity may be sought against Creditor pursuant to this Agreement, such Indemnified Party shall promptly notify Creditor in writing of the institution of such claim, action, or proceeding and Creditor shall be entitled to participate in such claim, action, or proceeding and in the investigation of such claim, action, or proceeding and, after written notice to the Indemnified Party, to assume the investigation or defense of such claim, action, or proceeding with counsel of Creditor's choice at Creditor's expense; provided, however, that such counsel shall be reasonably satisfactory to the Indemnified Party. Notwithstanding Creditor's election to assume the defense or investigation of such claim, action, or proceeding, the Indemnified Party shall have the right to employ separate counsel and to pay the cost of such counsel from the Holdback

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FROM 1STB WEST FL CORP

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Funds and to participate in the defense or investigation of such claim, action, or proceeding if:

(i) in the written opinion of counsel to the Indemnified Party, use of counsel chosen by Creditor reasonably could be expected to give rise to a conflict of interest; (ii) Creditor shall not have employed counsel reasonably satisfactory to the Indemnified Party within a reasonable time after the Indemnified Party's notice to Creditor of the institution of any such claim, action, or proceeding or the performance by Creditor's counsel at any time is not reasonably satisfactory to the Indemnified Party; or (iii) Creditor shall authorize the Indemnified Party to employ separate counsel at Creditor's expense; provided, however, that in no case shall Creditor be responsible for the fees and expenses of more than one counsel at any time in any jurisdiction for all Indemnified Parties. Furthermore, Creditor shall not be liable for any settlement of any such claim, action, or proceeding effected without Creditor's prior written consent.

12. Creditor shall be responsible for any taxes, fees, licenses, duties, and charges of any kind whatsoever that may be imposed by any governmental authority on or as a result of the transactions contemplated by this Agreement.

13. All of the terms and provisions of this Agreement shall be binding upon Creditor, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

14. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple counterparts as of the date first written above.

"CREDITOR"  
SOUTHTRUST BANK OF FLORIDA, N.A.

By: Kathi M Gilbert  
Name: Kathi M Gilbert  
Title: Senior Vice President

"RECEIVER"  
Peter D Bursik  
Peter D. Bursik

"PURCHASER"  
ACME SPONGE & CHAMOIS CO., INC.

By: Michael G Cantor  
Name: Michael G Cantor  
Title: President

TPA2-389889.7

ACME SPONGE

TEL: 813-942-3064

Aug 27, 97 14:13 No. 013 P. 06

FROM 157B WEST FL CORP  
PAUL HUELAND & KNIGHT TAMPA

813 895 7512

1997.08-26 17:26 #297 P.06

(LIVE) 10/11/90 14:00/ST. 14:04/NO. 3560177597 2 8

SCHEDULE A

All Accounts, Intangibles, Instruments, Chattel Paper, Inventory, Documents, Equipment, Furniture and Fixtures, including but not limited to the following.

- |                            |                     |
|----------------------------|---------------------|
| Tables                     | Tubs                |
| Chairs                     | Saws                |
| Desks                      | Chemicals           |
| Credenzas                  | Chamois             |
| Shelving                   | Natural Sponges     |
| Display Items              | Synthetic Sponges   |
| Computer Equipment         | Bug Screens         |
| Copy Machine               | Pails               |
| Fax Machine                | Mesh Fabric         |
| Telephone Equipment        | Mits                |
| Speakers                   | Window Treatment(s) |
| Pictures                   | Blas                |
| Meeting Board              |                     |
| Bulletin Boards            |                     |
| Books                      |                     |
| Notebooks                  |                     |
| Paper                      |                     |
| Paper Clips                |                     |
| Pens                       |                     |
| Staplers                   |                     |
| Staple Removers            |                     |
| Writing Utensils           |                     |
| Rolodex files              |                     |
| Tape dispensers            |                     |
| Cutting Tool               |                     |
| File Cabinets              |                     |
| Conveyer Belt System       |                     |
| Packaging                  |                     |
| Tools                      |                     |
| Time Clock                 |                     |
| Calculator(s)              |                     |
| Refrigerator(s)            |                     |
| Microwave Oven(s)          |                     |
| Calendars                  |                     |
| Sewing Machines            |                     |
| Chamois Measuring Machines |                     |
| Racks for hanging          |                     |
| Electric Shears            |                     |

TRADEMARK

REEL: 003203 FRAME: 0294

ACME SPONGE

TEL: 813-942-3064

Aug 27, 97 14:13 No.013 P.07

FROM : STB WEST FL CORP  
PATENT AND TRADEMARK

813 896 7612

1997.08-26 17:27 #287 P.07  
(10/12/97) 14:00/51. (4:04/NO. 300011/39) P. 8

Patents

Patent No.	Inventor	Issue Date	Title
Des. 307,342	Giallourakis	4/17/90	Bucket (layr)
4,821,360	Giallourakis	4/18/89	Polishing Pad
Des. 307,497	Giallourakis	4/24/90	Chamois & Pile Covered Sponge
4,870,962	Giallourakis	6/9/87	Polishing Pad
5,187,830	Giallourakis	2/23/93	Washing, Drying & Scrubbing Pad
5,361,445	Giallourakis	11/8/94	Scrubber Washer Apparatus
4,920,586	Giallourakis	5/1/90	Seat Handle Attachment
Des. 295,603	Giallourakis	5/10/88	Lifting Handle For Toilet Seats
4,742,582	Giallourakis	5/10/88	Seat Handle Attachment

Trademarks

Registration No.	Issue Date	Mark
1,488,506	5/17/88	GLAMOUR ALL
1,059,157	2/15/84	GO BUG
1,445,221	6/30/87	DESIGN (Ocean Wave)
1,383,312	2/14/86	DESIGN (Wave)
1,842,396	6/28/94	OUTBACK CHAMOIS
1,731,166	11/10/92	GRAND MASTER (stylized)
548,542	09/25/71	SPARTAN
1,495,831	7/12/88	PRIME SHINE
1,577,809	1/16/90	NATURES TOUCH
1,299,559	9/30/82	PAK 'O' RAGS
1,577,826	1/16/90	NATURES WASH
1,416,691	11/11/86	SPARTAN
1,092,192	6/13/78	MAGNA SHIELD
1,097,351	7/25/78	CAREWARE
1,579,078	1/23/90	SPONGE FISHING
1,351,727	7/30/85	CHAM-PAD

Copyrights

Copyright No.	Issue Date	Title
VA 475 573	10-23-91	GLAMOR ALL WASH & DRY PAD WD 777
VA 475 574	10-23-91	SPARTAN GENUINE LEATHER CHAMOIS
VA 475 575	10-23-91	PRIME SHINE CHAMOIS
VA 475 576	10-23-91	WASH HITT
VA 475 577	10-23-91	SCREEN AUTO BRA
VA 487 608	10-23-91	GLAMOR ALL PAD
VA 487 509	10-23-91	HANGER SLEEVE BOX
VA 497 177	10-23-91	GLAMOR ALL PAD

TRADEMARK

REEL: 003203 FRAME: 0295

ACME SPONGE

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Aug 27, 97 14:13 No.013 P.1113

FROM: STB WEST FL CORP

FROM: ROLLAND & KNIGHT TAMPA

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#287 P.078

(TUE) 12 17 '96 14:06/ST. 14:04/NO. 3560/77597 P 10

SPONGE DESIGN COMPANY	(Inv 1/90)	DATE RECEIVED	TYPE A	DATE FILED	DATE CHANGED	REVISION DATE	APPL / EXAMINER
Polishing Pad (Chemical & PS Sponges)	Patent pending in foreign countries, involved lawyers and design.	08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Polishing Pad with N.D.		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Polishing Pad - Shing P2 (used not on table chair with other table served around a sponge)		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Brush		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Brush with Long Handle		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Brush with Soft Handle Attachment		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Brush with Soft Handle Attachment		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Scrubber Under Appliance (not just one side, scrub not other side and a clean pad inserted)		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Handmade Productive R		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Convent		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Convent Pad		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Decorative All		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Do Dug		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Grand Master (Sprinkler)		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Magus Sheet		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Aluminum Towel		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Nature Wash		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Ocean Wave Design		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Outdoor Chaise		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Pat U Range		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Prime Signs		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Spacel		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Sprayer		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Sponge Filing		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518
Wine George		08/21/97	Design	08/21/97	08/21/97	08/21/97	18,518

ACME SPONGE

TEL: 813-942-3064

27,97 14:13 No.013 P.09

FROM: 578 WEST FL CORP

FROM HOLLAND & KNIGHT TAMPA

813 885 7612

1997,08-26

17:28

#287 P.09

(TUE) 12 17 96 14:07/ST. 14:04/NO. 3560177597 P 11

Order No.	Buyer	Type & Size	Date	Shipped	Received	Applied	Notes
487,308			10/21/91	10/21/91			
487,177			10/21/91	10/21/91			
487,309			10/21/91	10/21/91			
485,521			10/21/91	10/21/91			
485,521			10/21/91	10/21/91			
475,595			10/21/91	10/21/91			
475,176			10/21/91	10/21/91			
475,577			10/21/91	10/21/91			
877,891			01/03/91				CANCELLED 1/91
867,080			09/20/92				CANCELLED 1/91
			09/10/92				CANCELLED 1/94
			08/27/91				CANCELLED 1/94
1,556,180			09/13/89	09/18/89			CANCELLED 9/91
3,207,810			08/27/90				CANCELLED 9/91
3,585,728			01/24/89	01/06/90			CANCELLED 2/95
							CANCELLED 3/95

ACME SPONGE

TEL: 813-942-3064

27.97 14:13 No.013 P.10

FROM: STB WEST FL CORP  
01/27 '97 10:23

813 896 7612

ID: VECTOR PROPERTIES/REALTY

1997.08-26

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#287 P.10

FAX: 813-823-4067

PAGE 2

FROM: SOUTHTRUST CORP

FROM: SOUTHTRUST CORP

1997.01-20

17:34

#358 P.02

1997.01-15

18:24

#110 P.02

**ADDENDUM TO BILL OF SALE AGREEMENT  
DATED DECEMBER 18, 1996**

This document dated the 18th day of January, 1997, amends the Bill of Sale Agreement entered into on December 18, 1996 between SouthTrust Bank of Florida, N.A. ("Creditor"), Peter D. Hurak, ("Receiver"), and Acme Sponge and Chamois Co., a Florida Corporation, ("Purchaser").

Paragraph 6 on page 3 is hereby amended to change the last day of accrual to the premises from January 20, 1997 date to January 21, 1997.

All remaining terms and conditions remain in full force and effect.

**"CREDITOR"**  
SOUTHTRUST BANK OF FLORIDA, N.A.

By: *Kathleen M. Gilbert*  
Kathleen M. Gilbert  
Senior Vice President

**"RECEIVER"**  
*Peter D. Hurak*  
Peter D. Hurak

**"PURCHASER"**  
ACME SPONGE AND CHAMOIS CO., INC.

*Thomas M. Campbell*  
Name: *Thomas M. Campbell*  
Title: *Secretary*

TRADEMARK