Form PTO-1594 (Rev. 03/05) OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
RECORDATION FO	RM COVER SHEET
TRADEMA	RKS ONLY
To the Director of the U. S. Patent and Trademark Office; Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies): SouthTrust Bank of Florida, N.A. (for Sponge Fishing Company)	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Name: Acme Sponge & Chamois Co., Inc.
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation- State:	Internal Address: Street Address: 855 East Pine Street City: Tarpon Springs
X Other Bank - for state corporation	State:FL
Citizenship (see guidelines)	Country: US Zip: 34689
Additional names of conveying parties attached? Yes X No	
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) 12/19/1996	Limited Partnership Citizenship
Assignment Merger	X Corporation Citizenship Florida
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic
X Other Bill of Sale Agreement	representative designation is attached: Yes No (Designations must be a separate document from assignment)
A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) 1,383,312 Additional sheet(s) attached? Yes X No Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed: Name: James C. Wray	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$_40.00
Street Address: 1493 Chain Bridge Road Suite 300	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed
City: McLean	8. Payment Information:
State: VA Zip: 22101	a. Credit Card Last 4 Numbers 3619 Expiration Date 05/07
Phone Number:	b. Deposit Account Number
Fax Number: 703-448-7397	Authorized User Name
Email Address: jcwray@starpower.net	
9. Signature: Lillie H. Gamor	09/28/2005 Date
Signature Julie H. Gamotis	Total number of pages including cover
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

L: 813-942-3064

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FROM (STB WEST FL CORP

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BILL OF SALE AGREEMENT

This Bill of Sale Agreement ("Agreement") is entered into December 19, 1996, between & Chamois Co., Inc., a Florida corporation ("Purchaser").

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 Holdbard Hunde MARK tor. If within such period, however, a bankruptcy petition is filed of Electro 1992 1997 AME is 0290

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

(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 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"

SOUTHIRUST BANK OF FLORIDA, N.A.

By: _

Name:

Kathi m Cabert

Title:___

e: <u>Jeniov</u>

"RECHIVER"

Peter D. Bursik

"PURCHASER"

ACME SPONGE & CHAMOIS CO., INC.

y: Wichard

Name michael

Title: Resident

TPA2-389889.7

TEL: 813-942-3064

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SCHEDULE A

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

Tables Chairs Desks Credenzas Shelving Display Items Computor Equipment Copy Machine Fax Machine Telephone Equipment Speakers Pictures Meeting Board Bulletin Boards Books Notebooks Paper Paper Clips Pens Staplers Staple Removers Writing Utensils Rolader files Tape dispensers Cutting Tool File Cabinets Conveyor Belt System Packaging Tools Time Clock Calculator(s) Refrigerator(5) Microwave Oven(s) Calendars Sewing Machines Chamols Measuring Machines Racks for hanging

Electric Shears

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Tubs
Saws
Chemicals
Chamois
Natural Sponges
Synthetic Sponges
Bug Screens
Pails
Mesls Pabric
Mits
Window Treatment(s)

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TEL: 813-942-3064

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Trademarks

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1,842,396 1,731.166 549,542	2/14/85 6/28/94 11/10/92	DESIGN (GEORN Wave) DESIGN (Wave) OUTBACK CHAMOIS
1,495,831 1,877,809 1,299,559	09/25/71 7/12/88 1/16/90	SPARTAN PRIME SHINE
1,577,826 1.416,691 1.092,192	9/3C/82 1/16/90 11/11/86	MATURES TOUCH PAK 'O' RAGS NATURES WASH
1,097,351 1,579,078 1,351,727	6/13/78 7/25/78 1/23/90	SPARTAN MAGNA SHIELD CAREWARE
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Copyrights

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Addendum to will of sale agreement DATED DECEMBER 13, 1996

This document dated the 18th day of January, 1997, amends the 11th of Sale Agreement entered into on December 19, 1996 between South Trust Bank of Birids, N.A. ("Creditor"), Poter D. Burnis, ("Reseiver"), and Aeme Spange and Chamole Co., a Florida

Faragraph 6 on page 3 is hereby amended to shange the last day of square in the premiers from January 20, 1997 date to Jenuary 31, 1997,

All ramaining terms and conditions remain in full force and affine,

"CREDITOR"

Southtryst eank of Florida, N.A.

Senior View P.

"PURCHARIER"

and examots co., inc.

TRADEMARK

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RECORDED: 09/28/2005