



90-17-06

RECORDABLE  
103161648  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sagoma Plastics, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Maine
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PTG, LLC

Internal

Address:

Street Address: 16 Landry Street

City: Biddeford

State: Maine

Country: USA Zip: 04065

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC (Maine) Citizenship USA

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 12/30/2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
76576594

B. Trademark Registration No.(s)  
76544524 76574264 7654004 76172450

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See Exhibit 4C

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

Name: Paul J. Gelardi

Internal Address: PTG, LLC

Street Address: 16 Landry St

City: Biddeford

State: Maine Zip: 04005

Phone Number: (207) 985-8802

Fax Number: (207) 985-8801

Email Address: PGelardi@PTG.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Paul J. Gelardi  
Signature

12/30/2005

Date

BYRNE 00000074 76576594 Paul J. Gelardi, Sole Manager, PTG, LLC

40. Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARKS, TRADEMARK REGISTRATIONS, AND  
TRADEMARK APPLICATIONS AND ASSOCIATED  
GOODWILL**

<b>Trademark</b>	<b>Serial No.</b>
DIGITALBOOK	76576594
HOLOGRAMOLD	76584004
DISC BOOK	76574264
THE CLIP	76544524
IN MOLD	76172774
IN MOLD HOLOGRAM	76172450

# BILL OF SALE

**KNOW ALL PERSONS BY THESE PRESENTS**, that **Sagoma Plastics, Inc.**, whose name will be changed to **SPI Liquidation Co., Inc.**, a Maine corporation (**"Seller"**), for good and valuable consideration paid by **PTG, LLC**, a Maine corporation (**"Purchaser"**), the receipt and sufficiency of which is hereby acknowledged, pursuant to that certain Asset Purchase Agreement now between Purchaser and Seller dated as of December 30, 2005 (the **"APA"**), does hereby assign, grant, sell, convey, transfer and deliver unto Purchaser, its successors and assigns, for their own use and behoof forever, the Purchased Assets identified in Subsections 1.1(a), (b), (c), (d), (f), (g), (h), (i), (j), (k), (m) and (o) of the APA. Any capitalized term used herein without definition shall have the meaning assigned to it in the APA.

The Purchased Assets hereby transferred by Seller are hereby conveyed AS IS, WHERE IS, with no warranties or representations except as expressly set forth in the APA.

This Bill of Sale is executed and delivered in furtherance of the consummation of the transactions contemplated by the APA, but does not supersede the APA and the terms and provisions of the APA shall survive the execution and delivery hereof. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maine.

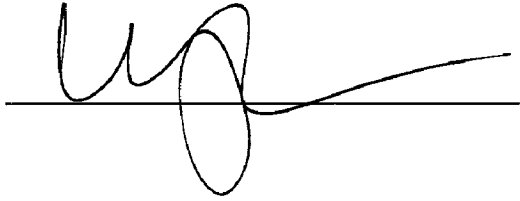
\* \* \* \* \*

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as a sealed

instrument as of the 30<sup>th</sup> day of December, 2005.

WITNESS:

**SAGOMA PLASTICS, INC.**

A handwritten signature in black ink, consisting of a large, stylized 'W' followed by a horizontal line extending to the right.

By: Anthony L. Silvers

Its: Pres

# ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 30th day of December, 2005, by and between PTG, <sup>LLC</sup> ~~Inc.~~, a Maine corporation (the "Purchaser"), and Sagoma Plastics, Inc., a Maine corporation (the "Seller").

## PREAMBLE

Seller filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), in the United States Bankruptcy Court for the District of Maine (the "Court") on October 14, 2005 (the "Petition Date"), thereby commencing a case under chapter 11 of the Code (the "Chapter 11 Case"), which Chapter 11 Case has been assigned docket No. 05-22727.

Seller owns substantially all of the assets used in the provision of product design and development, engineering, and manufacturing of plastics (the "Business") including contracts with customers to which the Seller provides its services.

Purchaser desires to acquire the Business on the terms and conditions set forth herein, including, without limitation, substantially all of the real and personal property, assets and rights used in the business and operations of the Business, and to receive an assignment of the customer contracts between the Seller and its customers, all free and clear of any liens, encumbrances or liabilities except as specifically set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements herein, the parties agree as follows:

## ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Assets to be Sold. Seller shall validly transfer, assign, convey and deliver to Purchaser, and Purchaser shall accept and acquire, on the Closing Date, as defined in Section 4.1, all of the tangible and intangible assets of Seller used or held for use in connection with the business and operations of the Business (collectively, the "Purchased Assets"), excluding only those assets described in Section 1.2. The Purchased Assets include, without limitation:

- (a) cash (including deposits with utilities, lessors, or other third parties), cash equivalents, stock and other securities;
- (b) tax claims and tax refunds; and
- (c) all accounts, accounts receivable, or other rights to payment related, in any way, to the Business;

- (d) all of the real property and all of the tangible and intangible personal property and fixtures of every kind and nature owned by Seller and used or held for use in connection with the business and operations of the Business, wherever located, including, without limitation, the personal property, goods, inventory and other assets described on Schedule 1.1(a) annexed hereto (the "Asset Schedule");
- (e) all unexpired leases and executory contracts to which Seller is a party or an assignee of a party;
- (f) all claims, causes of action, choses in action, rights of recovery, and rights of set-off of any kind (including rights to insurance proceeds and rights under and pursuant to all warranties, representations, and guarantees made by suppliers of products, materials, or equipment, or components thereof), pertaining to, arising out of, and inuring to the benefit of the Seller and arising out of, or relating to, the Business;
- (g) all copyrights, trademarks, trade names, designs, specifications, drawings, patents, trade secrets, proprietary information, software, domain names, websites, intellectual property and other similar property and rights, including applications and registrations therefor, used or useful in the past or present operation of the Business, and in which Seller has any right, title or interest, including, without limitation, the exclusive rights to use the names "Sagoma Plastics," "Sagoma Technologies," and "Sagoma," as well all other names owned, used, or usable by Seller;
- (h) all books, records and accounts, in whatever form maintained, of Seller relating to the operation of the Business, or, to the extent Seller requires originals, copies thereof, and provided, further, that Seller shall have reasonable access to such books and records to the extent required for audits, tax matters or litigation;
- (i) Seller's corporate name;
- (j) all sales and promotional literature, customer lists, and other sales-related materials owned, used, associated with, or employed by the Seller;
- (k) all rights under letters of credit issued to or for the benefit of the Seller, including all rights to draw upon such letters of credit and to receive the proceeds thereof;
- (l) all rights under purchase orders, the order backlog, and any rights relating to such purchase orders;
- (m) all rights under any and all insurance policies, including "Key man" policies, as to which Seller is an owner or beneficiary;
- (n) Seller's interest in a lease of improved commercial real property at 16 Landry Street, Biddeford, Maine as such lease is amended in the manner contemplated by section 10.9 hereof; and

(o) all other assets, rights, and claims of every kind and nature currently used in the operation of the Business, including, without limitation as shown on the Asset Schedule.

1.2 Excluded Assets. Seller shall retain and not sell to Purchaser, and Purchaser shall not purchase from Seller any of Seller's (a) retainers paid, or budgeted to be paid, to professional persons in connection with the Chapter 11 Case; (b) Seller's leasehold interest in the premises located at 414 Hill Street, Biddeford, Maine; (c) such additional assets (including executory contracts or unexpired leases) as Purchaser, in its sole discretion, may decide to exclude (without a reduction in the Purchase Price) by written notice or notices delivered at or prior to the Closing; (d) rights, claims or causes of action against insiders of Seller, including, without limitation, claims against such insiders arising under chapter 5 of the Code and (e) Seller's interest in a GMC Denali, VIN 1GKFK66U23J163947 (collectively, the "Excluded Assets").

1.3 Liabilities. Purchaser shall not assume, and shall purchase the Purchased Assets free and clear of, any and all liabilities and obligations of Seller of any nature, past, present or future, fixed or contingent, disclosed or undisclosed, including, without limitation, any and all liabilities for any claims, debts, defaults, warranties, or duties of the Seller of any kind, whether existing as of the Closing Date or thereafter (collectively, the "Obligations"), excluding only the Assumed Obligations (as hereinafter defined). The Assumed Obligations mean and include (i) the liabilities and obligations of Seller arising from and after the Closing (other than any liability or obligation for breach or default which occurred prior to Closing) pursuant to any unexpired lease or executory contract assigned to Seller; (ii) the Post-Petition Obligations; and (iii) the Shorewood Assumption. The Obligations, exclusive of the Assumed Obligations, are hereinafter referred to as "Seller's Obligations." All state and local sales or transaction taxes, if any, applicable to or arising out of the sale of the Purchased Assets pursuant to the Agreement shall be borne by Seller. Additionally, Seller shall be responsible for the payment of any amounts required to be paid under section 365(b)(1) of the Code in connection with the assumption and assignment of (a) Seller's leases of real property at 20 Morin Street in Biddeford, Maine; and (b) Seller's license from TJGEL, LLC.

1.4 Conveyance and Delivery of Assets. At the Closing, Seller shall assign, convey, transfer and deliver the Purchased Assets by appropriate bills of sale, assignments and other appropriate instruments of transfer and conveyance, which instruments shall be in form and substance reasonably satisfactory to Purchaser and which shall vest in Purchaser full and complete right, title and interest in and to the Purchased Assets, free and clear of all liens, encumbrances, mortgages, claims, charges or demands of any kind or nature, except the Assumed Obligations.

## ARTICLE 2 PURCHASE PRICE AND OTHER PAYMENTS

2.1 Amount. The Purchaser shall pay at Closing the aggregate purchase price for the Purchased Assets as set forth below:

**ARTICLES 2 – 13**

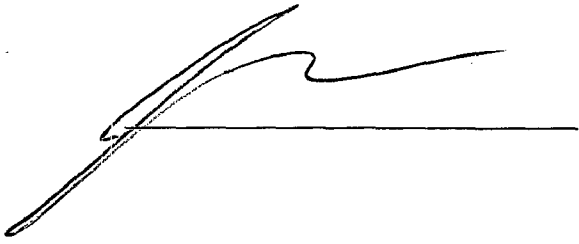
**[REDACTED]**

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SAGOMA PLASTICS, INC.



By: Anthony L. Silvestri  
Name: Anthony L. Silvestri  
Title: President



<sup>LLC</sup>  
PTG, INC.  
By: Paul J. Gebardi  
Name: Paul J. Gebardi  
Title: Sales Manager

Exhibits

- Exhibit A – Intellectual Property Security Agreement
- Exhibit B - Assumption Agreement
- Exhibit C – Assignment Agreement

Schedules

- Schedule 1.1(a) – Asset Schedule
- Schedule 7.13 – Purchase Price Allocation
- Schedule 10.14 – Intellectual Property

**Schedule 10.14 – Intellectual Property**

As used herein the phrase “Intellectual Property” means, collectively, the following property:

- (a) Seller’s entire rights, title, and interests throughout the world in and to the Trademarks (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements of the Trademarks, with the right to sue for, and collect the same, and any and all rights of Seller, express or implied, legal or equitable, in and to all trademarks based upon, derived from, or incorporating the Trademarks and all licenses or use agreements relating to the Trademarks, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto. “Trademarks” means any and all trade names, trademarks, service marks, trade dress, logos and design elements owned, used, associated with and/or developed by or on behalf of Seller (including, without limitation, all the following trademarks), and any and all derivations, variations and combinations thereof, all state and federal registrations and applications for registration therefor, all rights to make applications for state and federal registration therefor, and all goodwill associated therewith:

<b>Trademark</b>	<b>Serial No.</b>
DIGITALBOOK	76576594
HOLOGRAMOLD	76584004
DISC BOOK	76574264
THE CLIP	76544524
IN MOLD	76172774
IN MOLD HOLOGRAM	76172450

- (b) Seller’s entire rights, title, and interests throughout the world in and to the Copyrights (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements of the Copyrights, with the right to sue for, and collect the same, and any and all rights of Seller, express or implied, legal or equitable, in and to all works based upon, derived from, or incorporating the Copyrights and all licenses or use agreements relating to the Copyrights, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto. “Copyrights” means all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions) owned, used, associated with and/or developed by or on behalf of Seller, including, without limitation, all registrations and applications for registration therefor and renewals, extensions, reversions or restorations thereof now or hereafter provided by law, and all rights to make applications for copyright registrations and recordings, regardless of the medium of fixation or means of expression.

(c) Seller's entire rights, title, and interests throughout the world in and to the Trade Secrets (defined below), together with all claims, either in law or in equity, and damages for past, present or future misappropriations of the Trade Secrets, with the right to sue for, and collect the same and any and all rights of Seller, express or implied, legal or equitable, in and to all works, products and/or innovations based upon, derived from, or incorporating the Trade Secrets and all licenses or use agreements relating to the Trade Secrets, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto. "Trade Secrets" means any and all rights in, to and under any trade secrets, know-how, techniques, methods, recipes, formulations, concepts and inventions (whether or not patentable) owned, used, associated with and/or developed by or on behalf of Seller.

(d) Seller's entire rights, title, and interests throughout the world in, to and under any Inventions (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements or misappropriations of the Inventions, with the right to sue for, and collect the same, and any and all rights of Seller, express or implied, legal or equitable, in and to all works, products, and/or innovations based upon, derived from, or utilizing the Inventions and all licenses or use agreements relating to the Inventions, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto. "Inventions" means any and all rights in, to and under any new and useful inventions owned, used, associated with and/or developed on behalf of Seller, all improvements thereof and all know-how related thereto, including any and all Letters Patent and applications for Letters Patent in the United States and worldwide, and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof, as well as any and all rights to apply for patents in the United States and in foreign countries for said inventions, including, without limitation, the following patents and patent applications:

Patents:

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Molded hologram apparatus method and product	6,929,761	16 Aug 2005
Disc Packaging	6,898,923	31 May 2005
Automated Packaging System for loading compact discs and booklets into compact disc cases	6,527,500	04 Mar 2003

Plastic tray bowl attachment 5,824,761 March 23, 1999 ALEP (R19)  
 Media storage tray - based mechanical attachment 6,093,140 July 25, 2000 AZLO (R19)

TRADEMARK

Buckle	6,453,519	24 Sep 2002
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(e) All ownership and/or license rights in and to any and all Computer Systems (defined below) and URLs (defined below)) and all Intellectual Property rights associated with the foregoing. "Computer Systems" means any and all computer hardware (including, without limitation, all operating system and other embedded and/or installed software), computer software (including without limitation, all object code, source code, access codes, licenses, system architectures, diagrams, drawings, flowcharts, decision trees, matrices, programming logic, algorithms), computer databases (including without limitation, all data and information contained therein and all technologies or systems related thereto), and Internet World Wide Web sites (including, without limitation, all related HTML and similar files, domain names and technologies) owned, used, associated with and/or developed by or on behalf of Seller. "URLs" means all uniform resource locators and domain names owned, used or associated with Seller's Internet World Wide Web sites, including without limitation, the following domain names:

[www.sagomaplastics.com](http://www.sagomaplastics.com)