

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/20/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pony Express USA, Inc.	FORMERLY Silver State Vending Corp.	05/20/2005	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	Pony Express Worldwide, LLC
Street Address:	21 Palm Avenue, Palm Island
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2356630	
Registration Number:	1688056	
Registration Number:	1011218	PONY EXPRESS
Registration Number:	708532	THE PONY EXPRESS
Registration Number:	1011950	THE PONY EXPRESS
Registration Number:	2027500	PONYTRAK
Serial Number:	78272213	PONY EXPRESS
Serial Number:	78975365	PONY EXPRESS

**CORRESPONDENCE DATA**

Fax Number: (212)643-6500  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-500-1563

CH \$215.00 2356630

Email: mrosenberg@sillscummis.com  
Correspondent Name: Mark J. Rosenberg, Esq.  
Address Line 1: Sills Cummis Epstein & Gross P.C.  
Address Line 2: 30 Rockefeller Plaza  
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	12130002.000001
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NAME OF SUBMITTER:	Mark J. Rosenberg
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Signature:	/Mark J. Rosenberg/
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Date:	06/05/2006
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Total Attachments: 5  
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## RECEIVER'S BILL OF SALE

THIS RECEIVER'S BILL OF SALE (this "Bill of Sale") is made and effective as of the 20<sup>th</sup> day of May, 2005, from the Receiver, Ronald B. Fenster, of Pony Express USA, Inc. f/k/a Silver State Vending Corporation, successor-in-interest to Link Worldwide Logistics, Inc. ("Seller"), which Receiver was appointed in that certain matter currently pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, under Case No. 05-7081-CA-30 (the "Court").

WHEREAS, on May 2, 2005, the Court entered a Final Default Judgment of Foreclosure and for Damages ("Sale Order") and Directing a Receiver's Sale of the Assets set forth in Exhibit "A" attached hereto;

WHEREAS, pursuant to the Court's Sale Order, an auction and sale occurred on May 20, 2005 at 11:00 a.m. pursuant to the terms of the Order; and

WHEREAS, at the Sale, the Plaintiff, Sorrento Development, LLC ("Purchaser") purchased the Assets of Pony Express USA, Inc.;

NOW, THEREFORE, for good and valuable consideration paid pursuant to the terms of the Court's Sale Order, the receipt and sufficiency of which are hereby acknowledged:

1. Seller does hereby grant, sell, transfer, assign, convey and set over unto Purchaser, its successors and assigns, to have and to hold forever, all its right, title and interest, if any, in and to the "Assets" set forth in Exhibit "A", on an AS-IS WHERE-IS basis, and with no warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose and any and all of which warranties, both expressed and implied, Seller hereby disclaims.
2. The sale of the Assets is free and clear of all liabilities, security interests, claims, pledges, liens, encumbrances, rights of others or other restrictions of any kind or nature whatsoever (collectively "Encumbrances"). Defendants and all persons claiming under or against Defendants are foreclosed of all interests or claims in and to the Assets and the Purchaser is in possession of the Assets.
3. Seller hereby represents and warrants to Buyer that Seller owns and has the right to grant, convey, bargain, sell, assign, transfer, set-over and deliver the Assets as herein above provided.
4. This Bill of Sale is expressly made pursuant to the provisions of the Sale Order. This Bill of Sale is binding on the Seller, its successors and assigns, and will inure to the benefit of the Purchaser, its successors and assigns. Nothing in this instrument, expressed or implied, is intended to or shall be construed to confer upon, or give to any person, corporation or entity other than Purchaser, its successor or assigns, any remedy of claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants or conditions in this instrument shall be for the sole and exclusive benefit of Purchaser, its successors and assigns.

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5. Seller hereby irrevocably constitutes and appoints Purchaser as its true and lawful attorney-in-fact with full power of substitution to assert, enforce and collect in the name, place and stead of Seller any of Seller's rights with respect to the Assets.

6. This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws principles thereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

Witnesses:

[Signature]  
Print Name: JENNYFER TOPCAR

[Signature]  
Print Name: IRA NEWMAN

By: [Signature]  
Ronald B. Fenster, Receiver

STATE OF FLORIDA                    )  
  )ss:  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of May, 2005, by Ronald B. Fenster, as Receiver of Pony Express USA, Inc. f/k/a Silver State Vending Corporation, successor-in-interest to Link Worldwide Logistics, Inc. He is personally known to me ~~or who has produced \_\_\_\_\_ as identification and did (did not) take an oath.~~

[Signature]  
Print Name:  
Notary Public, State of Florida

Accepted this 20<sup>TH</sup> day of May, 2005.

My Commission Expires:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



EXHIBIT "A"

**I. DESCRIPTION OF TRADEMARKS, APPLICATIONS AND GOODWILL OF PONY EXPRESS USA, a Nevada Corporation**

1. ALL TRADEMARKS AND TRADEMARK RIGHTS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- a. U.S. Trademark: PONY EXPRESS, Registration No: 1,011,218, Issued: 5/20/75
- b. U.S. Trademark: THE PONY EXPRESS and Design, Registration No: 708,532, Issued: 12/12/60
- c. U.S. Trademark: THE PONY EXPRESS and Design, Registration No: 1,011,950, Issued: 5/27/75
- d. U.S. Trademark: Design: New Horse & Rider: Registration No: 1,688,056, Issued: 5/19/92 - Only as to class 39, transportation and storage; subject to co-existence agreement with Pony Express Security Corporation.
- e. U.S. Trademark: PONYTRAK, Registration No: 2,027,500, Issued: 12/31/96
- f. U.S. Trademark: Design: New Horse & Rider, Registration No: 2,356,630, Issued: 6/13/00
- g. All derivative rights, implied rights, international rights or worldwide rights that are part of trademarks Listed 1(a) - (f) and/or belong to Pony Express USA, Inc.

2. ALL APPLICATIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- a. Serial Number: 78975365, Filing Date: July 9, 2003
- b. Serial Number: 78272213, Filing Date: July 9, 2003
- c. Serial Number: 708,532, Filing Date:
- d. Serial Number: 1,369,548 Filing Date:

3. ALL GOODWILL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- a. All Goodwill of Pony Express USA, a Nevada corporation ASSOCIATED with the business.
- b. All Goodwill of Pony Express USA, a Nevada corporation associated with the trademarks.

4. ANY AND ALL OTHER TRADEMARK RIGHTS, COPYRIGHTS OR INTELLECTUAL PROPERTY RIGHTS, BELONGING TO DEFENDANTS.

## II. OTHER COLLATERAL AND DEFINITIONS

1. All of the Debtor's assets and personal property including cash, furniture, fixtures, equipment, inventory, accounts, deposit accounts, accounts receivable, insurance, equipment, machinery, trade fixtures, vehicles, parts, documents, instruments, contract rights, chattel paper, instruments, leasehold improvements, fixed assets, rights to the payment of money, personal property, and general intangibles, (such terms having the meaning scribed by the Uniform Commercial Code), whether now owned or hereafter acquired together with all proceeds or products of any of the foregoing including the proceeds payable under and upon any insurance policies insuring any of the aforesaid collateral against loss.

2. All of the Debtor's documents, books and records (including without limitation, credit files, computer programs, print-outs, and other computer material and records related to any item set forth in section (a).

3. All of the Debtor's cash and cash collateral,

4. All other assets previously granted to secured party as collateral by debtor shall hereby be released as secured party's collateral.

5. All guarantees of Debtors' existing and future Accounts, Chattel Paper, General Intangibles and Instruments and all other security held by Debtors for the payment and satisfaction thereof;

6. All of the Debtors' books and records which relate to Debtors' Accounts, Chattel Paper, Equipment, General Intangibles, Instruments, Inventory, fixed assets and leasehold improvements or guarantees thereof;

7. all insurance on all the foregoing and the proceeds of that insurance;

8. all rights and obligations in and to any trademarks and copyrights;

9. any and all goodwill related to both trademarks and business of Pony Express and any and all "intents to use;"

10. any and all proceeds and products of any and all of (i) through (vii); and

11. any of the Debtor's rights, claims, interest in and to the following including any goodwill, proceeds and products of any of the following:

### COLLATERAL DEFINITIONS

"Account Debtor" means the Person who is obligated on an Account.

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“Account” means any account as that term is defined in the Uniform Commercial Code as in effect in the State of Nevada (the “UCC”) and includes any right of the Debtors to payment for goods sold or for services rendered which is not evidenced by an instrument or chattel paper (as those terms are defined in the UCC) whether or not it has been earned by performance.

“Chattel Paper” means any chattel paper as that term is defined in the UCC.

“Equipment” means any equipment as that term is defined in the UCC including but not limited to appliances, tools, furniture and tangible personal property, used or bought for use primarily in Debtors’ business of every nature, presently existing or hereafter acquired or created, wherever located, additions, accessories and improvements thereto and substitutions therefore and all parts which may be attached to or which are necessary for the operation and use of such personal property, whether or not it same shall be deemed to be affixed to real property, and all rights under or arising out of present or future contracts relating to the foregoing. All equipment is and shall remain personal property irrespective of its use or manner of attachment to real property.

“General Intangibles” means all general intangibles as that term is defined in the UCC, including without limitation all contracts or agreements of Debtors, all records and other documents and all claims. Choses in action, judgment, trademarks, franchise agreements, license agreements, service marks, logos, goodwill and deposit accounts.

“Instruments” means all instruments as that term is defined in the UCC.

“Inventory” means any inventory as that term is defined in the UCC and shall include but not be limited to tangible personal property held for sale or lease or to be furnished under contracts of service, raw materials work in process and material used, produced or consumed in Debtors’ business, and shall include tangible personal property returned to Debtors by a purchaser thereof following the sale or lease thereof by Debtors. All equipment, accessories and parts related to, attached to or added to items of Inventory or used in connection therewith and all accessories and parts related to, attached to or added to items of Inventory used in connection therewith and all accessories thereto shall be deemed to be part of the Inventory.

“Obligations” means all existing and future liabilities and obligations of Debtors to Secured Party, whether absolute or contingency of any nature whatsoever, now existing or hereinafter incurred, arising out of or relating to the Note assumed by Debtors, or future obligations of Debtors to Secured Party and all obligations of Debtors to Secured Party created or referred to herein.

“Proceeds” means whatever is received when Collateral is sold, exchanged, collected or otherwise disposed of.

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