

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Foreclosure Bill of Sale per New York UCC Article 9

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Buffalo Technologies Corporation via HSBC Bank USA in possession of debtor		10/31/2003	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Buflovak, LLC
<b>Street Address:</b>	750 E. Ferry Street
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14211
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1118166	FOULESS
Registration Number:	1152930	HEPPENSTALL
Registration Number:	0729145	SAFE-T-TONGS
Registration Number:	0817635	PONBAKE
Registration Number:	2368881	H

**CORRESPONDENCE DATA**

Fax Number: (412)471-4094  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (412) 471-8815  
 Email: webblaw@webblaw.com  
 Correspondent Name: J. Matthew Pritchard  
 Address Line 1: 436 Seventh Avenue  
 Address Line 2: 700 Koppers Building  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

OP \$140.00 1118166

ATTORNEY DOCKET NUMBER:	0892-001586
NAME OF SUBMITTER:	J. Matthew Pritchard
Signature:	/jmp/
Date:	01/18/2007
Total Attachments: 4 source=w0329730#page1.tif source=w0329730#page2.tif source=w0329730#page3.tif source=w0329730#page4.tif	

## FORECLOSURE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **HSBC Bank USA (the "Seller")**, in its capacity as the holder of certain security interests in the assets of **Buffalo Technologies Corporation**, a New York corporation, **(the "Debtor")**, described in Exhibit 1 attached hereto, including all equipment, inventory, and accounts (collectively, the "Collateral"), for and in consideration of the purchase price of \$1,156,797.39 paid to Seller as described below by **Buflovak, LLC (the "Buyer")**, at or before the delivery of this Bill of Sale, the receipt and sufficiency whereof is hereby acknowledged, has bargained and sold by public auction and by this Bill of Sale does grant, convey and assign to Buyer, its successors and assigns, all of Debtor's right, title and interest in and to the Collateral pursuant to NY UCC §9-610.

1. The above purchase price is paid by delivery of a note of even date executed by Buyer and payable to the order of Seller in the principal amount of \$1,156,797.39 (the "Note"), a copy of which is attached hereto as Exhibit 2.

2. Buyer has had full and complete access to the Collateral and acknowledges that it has had sufficient opportunity to inspect the Collateral. This sale is made AS IS and WHERE IS and WITH ALL FAULTS and without any warranties of any kind except as are expressly contained herein. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any warranties made by a manufacturer which by their terms would run to Buyer are not excluded by this Bill of Sale. Seller does not

warrant or make any representations as to quantities, physical location or Debtor's title to any of the Collateral.

3. The Note is secured by a Continuing General Security Agreement (the "Security Agreement") executed by Buyer in favor of Seller, a copy of which is attached hereto as Exhibit 3.

4. The Seller represents and warrants to the Buyer that:
- a. It has a perfected, first priority security interest in the Collateral to the extent set forth in clause (e) below;
  - b. Debtor is in default under its debt instruments and security agreements with Seller;
  - c. Seller has demanded payment in full from the Debtor under the debt instruments and security agreements, but Seller remains unpaid on the indebtedness secured by the Collateral;
  - d. Seller has been given peaceful possession of the Collateral pursuant to a Peaceful Possession Agreement executed by Debtor;
  - e. The security interests of the Seller in the Collateral are perfected in accordance with the Uniform Commercial Code, and no person or entity has a security interest in the Collateral perfected under said statute that is entitled to an equal or a greater priority under the Uniform Commercial Code, except as set forth in Exhibit 1.
  - f. Seller has the right to sell the Collateral and has taken all steps as required by applicable law, contract or otherwise to sell the Collateral, by public auction and pursuant to this Bill of Sale, including, without limitation, the delivery of adequate notice to all parties entitled thereto in accordance with applicable law. Seller has obtained waivers as to notice from Debtor and any guarantors.
  - g. Seller is duly organized and validly existing and in good standing under the laws of its state of incorporation and it has all of the necessary corporate powers to execute and deliver this Bill of Sale.

5. Buyer will be responsible for the payment of any sales, use or other type of transfer tax or any other tax of a similar nature imposed on or as a result of the transfer of the Collateral herein being transferred. Buyer hereby agrees to indemnify and hold Seller harmless from any liability for any such sales, use or other type of transfer tax or other tax of a similar nature.

6. Buyer represents and warrants that:

- a. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York;
- b. Buyer and the officer(s) or member(s) of the Buyer executing this Bill of Sale have all necessary corporate power to execute and deliver this Bill of Sale, the Note, and the Security Agreement and any other documents incident hereto and thereto and to consummate the transactions provided for herein and therein; and the Buyer's execution and delivery of this Bill of Sale, the Note and the Security Agreement and the performance by the Buyer of all obligations by it to be performed hereunder and thereunder have been duly approved by any and all necessary action on its part; and
- c. Buyer has performed all of the obligations on its part to have been performed under the Security Agreement.

7. This Bill of Sale may not be amended or changed except in writing signed by both Buyer and Seller.

8. This Bill of Sale shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without reference to the choice of law provisions of New York law.

IN WITNESS WHEREOF, the Seller and Buyer have executed or caused this Agreement to be executed as of the date and year written above.

BUYER: BUFLOVAK, LLC

By: Michael H. Bieger  
Name: Michael H. Bieger  
Title: MANAGING MEMBER

SELLER: HSBC BANK USA

By: Bruce F. Dent  
Name: BRUCE F. DENT  
Title: VP

STATE OF NEW YORK )

:ss.

COUNTY OF ERIE )

On the 31<sup>st</sup> day of October, in the year 2003, before me, the undersigned, personally appeared Michael H. Bieger and Bruce F. Dent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Racheal C. Irizarry  
Notary Public

RACHEAL C. IRIZARRY  
Notary Public, State of New York  
Certificate filed in Erie County  
Commission Expires 03/18/20 06