

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stansteel Corporation		11/29/2001	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bank One, Kentucky, NA		
Street Address:	416 West Jefferson Street		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0650477	ROADMASTER	
CORRESPONDENCE DATA			
Fax Number:	(502)426-1167		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	502-423-9850		
Email:	resa@inventky.com		
Correspondent Name:	Theresa Fritz Camoriano		
Address Line 1:	8225 Shelbyville Road		
Address Line 4:	louisville, KENTUCKY 40222		
ATTORNEY DOCKET NUMBER:	GEN.103		
NAME OF SUBMITTER:	Theresa Fritz Camoriano		
Signature:	/tfc/		
Date:	07/25/2007		

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REEL: 003590 FRAME: 0017

Total Attachments: 5

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NO. 00-CI-07263

JEFFERSON CIRCUIT COURT

DIVISION NO. 3

BANK ONE, KENTUCKY, NA

PLAINTIFF

v.

GENTEC EQUIPMENT COMPANY, et al.

DEFENDANTS

- and -

DIXSTAR, INC., et al.

INTERVENING DEFENDANTS

ORDER AUTHORIZING SALE OF COLLATERAL

This matter having come before the Court upon the motion of the Plaintiff, Bank One, Kentucky, NA ("Bank One") and the Defendants, GenTec Equipment Company, Louisville Dryer Company, Custom Products, Inc., Stansteel Corporation, GenTec Group Intellectual Property Corp (the "Debtors"), Michael R. Mercer and Leonard A. Loesch (the "Individuals") and ContractorsHeaven.com, Inc., Hotmix Asphalt Equipment Company, Internetek, Inc. and Industrial Process Systems, Inc. (the "Additional Corporate Defendants"; the Debtors, the Individuals and the Additional Corporate Defendants are sometimes hereinafter collectively referred to as the "Defendants"; Bank One and the Defendants are sometimes referred to hereinafter as "Movants"), pursuant to KRS 355.9-610, *et seq.* and other applicable law, requesting authority to sell certain personal property more particularly described below, owned by the Debtors and the Additional Corporate Defendants, which property constitutes the collateral of Bank One (the "Collateral"); it appearing to the Court that the Movants hereby agree and stipulate as set forth below; and the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Debtors are indebted to Bank One in and for the following amounts (the "Indebtedness"):
 - a. the principal amount of \$8,646,263.37 due under the Revolver Note (as defined in the Amended Complaint);
 - b. accrued interest due thereon as of October 11, 2001 in the amount of \$701,407.85;
 - c. the principal amount of \$1,958,333.58 due under Term Loan Note I (as defined in the Amended Complaint);
 - d. accrued interest due thereon as of October 11, 2001 in the amount of \$172,374.07;
 - e. the principal amount of \$749,994.00 due under the Term Loan II Note (as defined in the Amended Complaint);
 - f. accrued interest due thereon as of October 11, 2001 in the amount of \$749,994;
 - g. interest thereafter at the default rates specified in the subject promissory notes until paid;
 - h. the fees and expenses of the receiver appointed in this case in the amount of \$342,692.61.
 - i. Bank One's other costs and attorney fees incurred herein in the amount of \$152,622.49.

2. Bank One is the holder of a first priority, perfected security interest in the Collateral securing the Indebtedness, which security interest is prior and superior to any and all other claims, liens and interests of the parties to this action.

3. The Collateral is more particularly described as follows:

a. All inventory, chattel paper, accounts, equipment and general intangibles owned by the Debtors (with the exception of U.S. Trademark Registration No. 2,387,140 for the trademark "First Thermal Systems" (the "Trademark") and the items described in Paragraph 3(c) below), some of which is described in Exhibit A attached hereto and incorporated herein by reference;

b. All inventory, chattel paper, accounts, equipment and general intangibles transferred by the Debtors to the Additional Corporate Defendants (with the exception of the Trademark and the items described in Paragraph 3(c) below) described in Exhibit B attached hereto and incorporated herein by reference;

c. All of the inventory and equipment transferred by the Intervening Defendant, Dixstar, Inc. ("Dixstar") to the Defendant, GenTec Equipment Company (or its predecessor), described in Exhibit C attached hereto and incorporated herein by reference;

4. Bank One shall sell the Collateral at public sale, such sale to be on 15 days' written notice in the form, and at the time and place, set forth in the Notice of Sale attached hereto as Exhibit D, which notice shall be delivered via regular first class mail to the parties to this Action and the parties listed on Exhibit E attached hereto.

5. The Collateral shall be sold to the highest bidder(s), free and clear of all claims, liens and encumbrances of the parties to this action, and all other claims or liens as provided in KRS 355.9-617(1), in the following manner :

a. First, the property described in Paragraphs 3(a) and 3(b) shall be sold together as a whole (but separate and apart from the property described in Paragraph 3(c));

b. Next, the property described in Paragraph 3(c) shall be sold as a whole.

6. The terms of the sale shall be cash delivered by the purchaser or purchasers at the time of sale; provided, however, that Bank One may bid at the sale and take credit on its bid(s) up to the amount of the Indebtedness.

7. The prevailing bidder(s) at the sale shall take title to the property purchased free and clear of all claims, liens or encumbrances of the parties to this action and all other claims or liens as provided in KRS 355.9-617(1); provided, however, the sale shall be subject to the terms of the Notice and Disclaimer attached to the Notice of Sale.

8. Any cash received by counsel for Bank One at the time of sale first shall be applied to the costs of sale, then to satisfy the Indebtedness, with any balance to be held pursuant to further orders of this Court.

9. The terms and notice of the sale authorized herein are commercially reasonable in all respects as provided by KRS 355.9-627(3)(a).

ENTERED COURT

OCT 18 2001

R. Howard


JUDGE, JEFFERSON CIRCUIT COURT

Dated: October 18, 2001

NO. 00-CI-07263

JEFFERSON CIRCUIT COURT

DIVISION NO. 3

BANK ONE, KENTUCKY, NA

PLAINTIFF

v.

GENTEC EQUIPMENT COMPANY, et al.

DEFENDANTS

ORDER

This matter having come before the Court upon the motion of the Plaintiff, Bank One, Kentucky, NA ("Bank One") to confirm the sale held on Thursday, November 29, 2001 (the "Sale"), pursuant to the terms of the Orders of this Court entered on October 18 and November 13, 2001 (the "Sale Orders"); it appearing to the Court that the sale was held as provided in the Sale Orders and that Bank One was the prevailing bidder for an aggregate bid of \$1,000,000; and the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

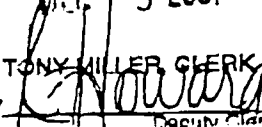
1. That the Sale be, and hereby is, confirmed:
2. Bank One is declared to be the prevailing bidder at the Sale and to hold title to the subject property by virtue thereof, free and clear of all other claims, liens or interests as provided by KRS 355.9-617(1); and
3. Bank One is hereby allowed to credit the amount of its bid against the amount of the indebtedness owed to it as set forth in the Sale Orders.


JUDGE, JEFFERSON CIRCUIT COURTDated: December 3, 2001

ENTERED IN COURT

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TONY MILLER, CLERK
By 
Deputy Clerk

TRADEMARK

TOTAL P.02