# 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
Bank One, Kentucky, NA		12/03/2001	CORPORATION: KENTUCKY

#### **RECEIVING PARTY DATA**

Name:	Contractorsheaven.com, Inc.	
Street Address:	12611 Townepark Way	
City:	Louisville	
State/Country:	KENTUCKY	
Postal Code:	40243	
Entity Type:	CORPORATION: KENTUCKY	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0650477	ROADMASTER

## **CORRESPONDENCE DATA**

Fax Number: (502)426-1167

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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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Total Attachments: 2 source=ROADMASTER Contractorsheaven#page1.tif source=ROADMASTER Contractorsheaven#page2.tif

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### SPECIAL WARRANTY BILL OF SALE

IN CONSIDERATION of the sum of \$1,000,000, the receipt and sufficiency of which is hereby acknowledged, BANK ONE, KENTUCKY, NA ("Seller"), does hereby sell and transfer to CONTRACTORSHEAVEN.COM, INC. ("Buyer"), whose address is 12611 Townepark Way, Louisville, Kentucky 40243, the following described personal property (the "Property"). All capitalized words used in this Special Warranty Bill of Sale but not specifically defined herein shall have the respective meanings stated for them in the Order Authorizing Sale of Collateral entered on October 18, 2001 by the Jefferson Circuit Court in an action styled Bank One, Kentucky, NA v. GenTec Equipment Company, et al., Case No. 00-CI-07263, as amended by the Order of November 13, 2001 (the "Sale Order").

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) of the Sale Order) some of which is described in Exhibit A attached hereto and incorporated herein by reference.

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) of the Sale Order) described in Exhibit B attached hereto and incorporated herein by reference.

The above-described personal property was acquired by Seller in the exercise of its rights under certain Security Agreements and pursuant to the Sale Order. Seller is neither a manufacturer nor distributor of, nor a dealer or merchant in said personal property.

SELLER MAKES NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION EXCEPT THAT SELLER WARRANTS THAT IT HAS NOT TRANSFERRED, ENCUMBERED OR OTHERWISE IMPAIRED THE TITLE ACQUIRED BY IT PURSUANT TO THE SALE ORDER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE PROPERTY, WHICH IS SOLD IN AN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. By acceptance of delivery of the Property, the Buyer affirms that it has not relied on the Seller's skill or judgment to select or furnish the Property for any particular purpose, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. By accepting the delivery of the Property, Buyer waives all claims relating to the condition or use of the Property, and for any proximate or consequential damages arising therefrom.

The attached Exhibits A and B are intended to provide information regarding the general description and quantity of items composing the Property and no warranty is made regarding the accuracy of any descriptions of items or the quantity of items included in the sale by Seller.

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Some items of the Property may not incorporate activating mechanisms, operating safety devices or safety guards as required by OSHA or otherwise and by accepting delivery of the Property, Buyer acknowledges its responsibility that such items be so equipped before placing such items into use.

This is a final and exclusive expression of the agreement between Seller and Buyer and no course of dealing or usage of trade or cause of performance shall be relevant to explain or supplement any term expressed herein.

By acceptance of delivery of the Property, Buyer acknowledges that Buyer has either examined the Property as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

IN WITNESS WHEREOF, Seller has executed this Special Warranty Bill of Sale this 3vd day of December, 2001.

BANK ONE, KENTUCKY, NA

RECORDED: 07/25/2007