

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the 9/20/07 Assignment was "fraudulently" assigned to the Society for the Prevention of Trademark Abuse (SPTA) on 9/20/07. previously recorded on Reel 003621 Frame 0704. Assignor(s) hereby confirms the Central Mfg Co., does hereby assign to Christopher Stoller Pension and Profit Sharing Plan said trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHRIS STOLLER PENSION AND PROFIT SHARING PLAN		09/21/2007	Pension and Profit Sharing Plan:
CHRIS STOLLER PENSION AND PROFIT SHARING PLAN		09/21/2007	Pension and Profit Sharing Plan: BAHAMAS

RECEIVING PARTY DATA

Name:	Chris Stoller Profit and Pension Sharing Plan
Street Address:	Bay Street
City:	Nassau
State/Country:	BAHAMAS
Entity Type:	Profit and Pension Sharing Plan: BAHAMAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2371075	RENTAMARK
Registration Number:	1361523	SENTRA
Registration Number:	1623790	HAVOC

CORRESPONDENCE DATA

Fax Number: (000)000-0000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: cns1640@hotmail.com
 Correspondent Name: C STOLLER PENSION AND PROFIT SHARING PLA
 Address Line 1: Bay Street
 Address Line 4: Nassau, BAHAMAS

DOMESTIC REPRESENTATIVE

900088181

**TRADEMARK
 REEL: 003631 FRAME: 0103**

OP \$90.00 2371075

Name: Roberta
Address Line 1: Box 000
Address Line 4: Miami, FLORIDA 33122

NAME OF SUBMITTER:	Chris Stoller P.P.S.Plan
Signature:	/Chris Stoller P.P.S.Plan/
Date:	09/30/2007

Total Attachments: 49

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Electronic Trademark Assignment System

Trademark Assignment Recordation Form
USPTO Form 2872 - (Rev. 01-2002) - (Use for Assignments of Trademarks and Service Marks)

STARS 1.1
 TTS 1504 (Rev. 10/01)
 OMB No. 0661-0007 (Exp. 03/01/2008)

Signature

The request must be signed by the filer. The request will not be "signed" in the sense of a traditional paper document. To sign the request, the signer must enter any combination of printable characters that have been adopted to serve the function of a signature, preceded and followed by the forward slash(/) symbol. Acceptable "signatures" could include: /john doe/; /jd/; and /123-4567/.

Sign the request by completing the following fields

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	10/17/2002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRAL MFG CO.		10/17/2002	CORPORATION; ILLINOIS
RECEIVING PARTY DATA			
Name:	Chris Stoller Pension and Profit Sharing Plan		
Street Address:	Bay Street		
City:	Nassau Bahamas		
State/Country:	BAHAMAS		
Entity Type:	Pension and Profit Sharing Plan; BAHAMAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2371075	RENTAMARK	
Registration	1361523	SENTRA	

Number:		
Registration Number:	1623790	HAVOC

CORRESPONDENCE DATA

Fax Number: (815)675-0000
Correspondence will be sent via USMail when the fax attempt is unsuccessful.
 Email: cns1640@hotmail.com
 Correspondent Name: C. Stoller PPS Plan
 Address Line 1: Box 124
 Address Line 4: LA, CALIFORNIA 90001

DOMESTIC REPRESENTATIVE

Name: Roberta
 Address Line 1: Perta
 Address Line 4: Miami, FLORIDA 33122

Total Attachments: 1
 source=Assignment#page1.tif

Signature: -	/C. Stoller/
Name: -	C. Stoller
Date:	09/15/2007



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09/15/2007 06:09 PM EDT

**U.S. PATENT AND TRADEMARK OFFICE
ASSIGNMENT OF TRADEMARK**

Whereas Central Mfg Co.,(Inc). a Delaware corporation, Chicago, IL 60707-0189 has adopted, used and is using the trademark(s) Rentamark Registration 2371075, SENTRA which is Registration No. 1,361523; and HAVOC 1623790

Now therefore, for good and valuable consideration of \$245.00 (Two Hundred Forty-Five and 00/100), the receipt of which is hereby acknowledged, said CENTRAL MFG. CO., a Delaware Corporation, does hereby assign to CHRISTOPHER STOLLER PENSION AND PROFIT SHARING PLAN all right, title, and interest in and the said trademark(s) goodwill of the business symbolized thereby.

Central Mfg Co


By: Leo Stoller, Pres.
Dated: 10/17/02

CERTIFICATE OF CORPORATE RESOLUTION
CENTRAL MFG INC /dba CENTRAL MFG CO

I, Christopher Stoller Pension and Profit Sharing Plan, Secretary and Director of Central Mfg Inc., dba Central Mfg Co., (a Delaware Corporation file number 2127766 see true and correct copy of Amended Annual Report marked as Exhibit 1) do hereby certify that at a duly constituted meeting of the Stockholder and Director of the Corporation held at the office of the Corporation on 09-15-07, it was upon motion duly made and seconded, that it be VOTED: That Lance G. Johnson and/or the Society for the Prevention of Trademark Abuse (SPTA) can not act on behalf of the said corporation Central Mfg Inc., dba Central Mfg Co. Lance G. Johnson is not an officer or director of Central Mfg Inc., dba Central Mfg Co., and can not file a *certificate of Dissolution* of the said corporation. Neither the Secretary of the State of Delaware nor the Patent and Trademark Office are authorized to accept filings on behalf of Central Mfg Inc., dba Central Mfg Co., by Lance G. Johnson and SPTA. Further the Patent and Trademark Office is put on notice not to accept any filings, assignments of trademarks, pleadings and/or filings of any type made by Lance G. Johnson and/or SPTA on behalf of Central Mfg Inc., dba Central Mfg Co. Any prior trademark assignments made by Lance G. Johnson and/or SPTA from Central Mfg Inc., to the Society for the Prevention of Trademark Abuse

LLC are void *ab initio* and the PTO is directed to reverse any and all trademark assignments from Central Mfg Inc., dba Central Mfg Co., to the Society for the Prevention of Trademark Abuse and to transfer back Central Mfg Inc., dba Central Mfg Co.,

It was upon further motion made and seconded that it be further VOTED: That Christopher Stoller Pension and Profit Sharing Plan in its the capacity as Director and Secretary of the Corporation Central Mfg Inc., dba Central Mfg Co., is empowered, authorized and directed to execute, deliver and accept any and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the said Corporation.

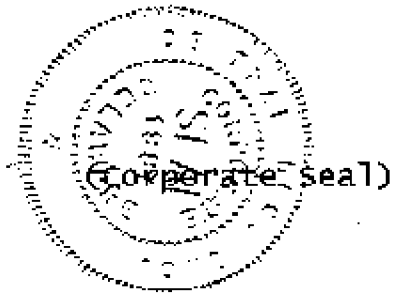
It was upon further motion that trademark assignments Executed on 10/17/02 be recorded with the Patent and Trademark Office. See attached true and correct copy of said Trademark Assignment(s). **Exh. 2**

I further certify that the foregoing votes are in full force this date without rescission, modification or amendment. I further certify that the attached Amended Annual Report of Central Mfg Inc., dated 9/15/07 **Exh. 1** and the Trademark Assignments **Exh 2.** dated 9/15/07 attached here to are true and correct copies. See also Notice to the Trademark Trial and Appeal Board incorporated herein and made a part hereof marked as Exhibit 3.

Signed under seal this 15th day of September, 2007

A TRUE RECORD

ATTEST



A handwritten signature in black ink, consisting of several fluid, connected strokes.

Secretary/Director

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

NOTICE
TO THE TRADE MARK TRIAL AND APPEAL BOARD

NOW COMES the sole Opposer in interest **Christopher Stoller Pension and Profit Sharing Plan (CSPPSP)**¹ which holds exclusive rights and possesses the original Stock Certificates, trademark registrations, trademark licenses of Central Mfg Inc., dba Central Mfg Co., Stealth Industries, Inc., Sentra Industries, Inc., S Industries, Inc., USA Sports Co, Inc., Rentamark which have long since, prior to August 7, 2007 been assigned and transferred into CSPPSP which is located and has its principle place of business in Nassau, Bahamas. CSPPSP possesses the original Stock Certificates assigned to CSPPSP, and the original trademark registrations of the said companies assigned and transferred into Christopher Stoller Pension and Profit Sharing Plan which is located in Nassau, Bahamas. CSPPSP is the proper and lawful owner of the Stock² of

1. The U.S. Supreme Court decided in *Patterson v. Shumate* that assets (Stock of the Central Mfg. Inc., dba Central Mfg Co., held in a *pension and profit sharing plan* are not subject to creditors of a bankrupt individual.

2. See true and correct copy of the Amended Annual Report(s) from the Corporation Division of the State of Delaware for the Opposer Central Mfg Inc., DBA Central Mfg Co File Number 212776. For S Industries, Inc., Delaware Corporation File Number 2059627, USA Sports Co., Inc., Delaware Corporation File number 2209391, Stealth Industries, Inc., Delaware Corporation File Number 2045159, Sentra Industries Inc., Delaware Corporation File Number. Christopher Pension and Profit Sharing Plan is the ASSIGNEE of all of the Original

Central Mfg Inc., dba Central Mfg Co., ("Central") et al., of the said Opposer, which is **Christopher Stoller's Pension and Profit Sharing Plan** ¹

On **April 37, 2007** Leo Stoller filed a **Notice to the Bidder Exh 1** in Bankruptcy Case No. **05 B 64075** in which **Lance Johnson** was duly notified:

Notice is hereby served that any potential buyer who attempts to purchase any of the assets of Leo Stoller, his corporations, stock, intellectual property and/or trademarks, is notified that Leo Stoller has at least eight appeals pending before the District Court of the Northern District of Illinois regarding this proceeding. Stoller advises potential buyers, without waving his Fifth Amendment rights, that **there are third parties who had an interest in Stoller's assets trademarks, stock Stoller's corporations, etc.** At the *conclusion of any auction* of sale Stoller's property (**August 7, 2007**) to any unauthorized potential buyers, and after the assets are transferred to any party that purchases them through this bankruptcy proceeding (Case No. 05 B 64075)...**Third party(s) will assert their interest in the said trademarks and intellectual property at the United States Patent and Trademark Office.**" See attached true and correct copy of Notice to Bidder **Exh 1** filed and recorded on **April 27, 2007** with the Clerk of the Bankruptcy Court in the Northern District of Illinois in Case No. **05 B 64075**.

On August 7, 2007 a bankruptcy sale of the Trademarks and stock of Leo Stoller took place. Lance G Johnson SPTA purchased the said assets for \$7500. In the purchase agreement Johnson bought them "as is" "where is" without any warranty what so ever. Pursuant to the said Notice filed with the Bankruptcy court, **Christopher Stoller's Pension and Profit Sharing Plan** has come for-----
...Continued...

Stocks Certificates for the said companies and asserts the exclusive ownership and control thereof.

1. Stoller refers to the Society for the Prevention of Trademark Abuse (SPTA) hereinafter sometime referred as Lance G. Johnson.

ward to assert its prior and superior rights in and to the Federal Trademarks and to the stock in Central Mfg Co., Stealth Industries, Inc., USA Sports Co., Inc., S Industries, Inc., and Sentra Industries, Inc., Rentmark and to all of the "claims" of infringement past and present regarding the said trademarks and to advise that all original stock certificates, trademark registrations were transferred to CSPPSP.

Illinois Bankruptcy Trustee Richard M. Fogel made a **full disclosure** to Lance G. Johnson in the Assignment **Exh A**. Fogel **warned** Johnson as to the nature of Leo Stoller disclosures as to the actual ownership of it intellectual property:

"Whereas because there is a question as to whether the Debtor has fully disclosed to the Court the extent and nature of his interests in the Marks, Licenses, Claims and Stock (collectively, whether known or unknown disclosed by the Debtor or undisclosed by the Debtor the "Assets") there exists the possibility that the scope and nature of Assets known to the Trustee is incomplete." Exh A Paragraph 5.

2. Trustee Fogel was aware that Stoller produced "no" corporate books, stock certificates, trade marks, assignments, trademark licenses. Fogel did not have any books and records of Stoller's companies in his possession. In order to protect himself Fogel did not who know who was the real owner of the Stock of the corporations, trademarks, trademarks licensing. Fogel made the disclaimer in his Assignment to SPTA because Fogel did not have any idea who was the real owner of the corporate Stock and Trademarks.

3. Fogel was aware that he had a Notice of Bidder filed by Leo Stoller with the Bankruptcy in April of 2007 stating that a third person would come forward after the bankruptcy auction sale of Stoller's assets to "claim" them. Fogel by his said disclaimer protected himself from any claims for selling assets See **Exh. A**.

4. Lance Johnson SPTA was the only acceptable bidder who was willing to

gamble and pay \$7500 for corporation stock which there was no corporate records, no original stock certificates, no trademark assignments, no trademark Registrations certificates, to establish who the true owner of the assets held in the estate of Leo Stoller was. Without the corporate Books and Original Stock Certificates **NO** other party would have knowledge of this information other than CSPPSP.

5. Lance Johnson/SPTA on August 20, 2007 purchased the assets (Trademarks) of Leo Stoller's estate "as is" and "where is" without any warranties¹ see **Exh. A Assignment** and thus subject to any other parties prior claims of ownership, as being asserted herein before the Board.

Christopher Stoller Pension and Profit Sharing Plan pursuant to the said **Notice to Bidder** has come forward to declare his prior ownership in the stock, trademarks, licenses and income from those trademark licenses past or present of Central Mfg. Inc., dba Central Mfg Co., Stealth Industries, Inc., S Industries, Inc., USA SPORTS CO., INC., Sentra Industries, Inc., Rentamark, which has long since been transferred to CSPPSP. **Christopher Stoller Pension and Profit Sharing Plan** is in possession of the original stock certificates, Original Trademark Registrations, trademark licenses of said companies including Central in Nassau, Bahamas its principle place of operation.

Lance G. Johnson and the Society has **no** "original" books and records or "stock" certificates of Central et al. Lance G. Johnson and the Society has **no** original copies of any trademark assignments, **no** valid assignments of any Federal Trademarks of Central or from the alleged estate sale of Leo Stoller or from CSPPSP. Further the Trustee made **no** "warranties" to Lance G. Johnson

1. On June 1, 2007 Judge Jack Schmetterer entered an Order (Exh. 4) in Bankruptcy Case No. 05- B 64075 entitled Sale Procedures Order (Exh. 5) stating that "The Court will consider the Revised Offer of SPTA and its proposed Asset Purchase Agreement...The sale of the Assets (Trademarks, stock of corporations) shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Trustee or his respective agents See paragraph 12 page 4 of the attached Sales Procedures Order.

and his society that he had purchased any valid assets, stock certificates and/or Federal Trademark Registrations. See a true and correct copy of the Trustee Assignment to the Society **Exh A**, page 1 paragraph 7. The Trustee Richard M. Fogel having "sold" off the assets of Leo Stoller "as is" "where is" without any warranties as to validity of the said trademarks and gave (**Exh. A**) Lance G. Johnson an "assignment in gross" and or "nake assignment".

**PURSUANT TO THE NOTICE OF BIDDER FILED IN THE
BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS CASE
NO. 05- B 64075 IN RE LEO STOLLER, CHRISTOPHER STOLLER
PENSION AND PROFIT SHARING PLAN IS COMING FORWARD AS
THE "THIRD" PERSON WHO IS ASSERTING IT'S SUPERIOR
AND PRIOR INTEREST IN THE STOCK OF CENTRAL AND THE
OWNERSHIP RIGHTS TO ALL TRADEMARKS OF CENTRAL, AT THE
PATENT AND TRADEMARK OFFICE**

See true and correct copy of the State of Delaware Corporate official Amended Annual Report **Exh 2** Listing Christopher Stoller Pension and Profit Sharing Plan as Director and President of Central attached hereto and made a part hereof.

On page 121 of the Official transcript (**Exh 3**) of the hearing on August 7, 2007 in Leo Stoller's bankruptcy case No. **05 B 64075** in which Illinois Bankruptcy Trustee Richard M. Fogel testified under oath at page 121 attached hereto and made a part here of.

RICHARD M. FOGEL: (at line 3 page 121 to Judge Schmetterer)"...I am asking you to approve the asset purchase agreement between me and the Society. What the Society does thereafter, if--and I emphasize if -- and I don't think there is anything wrong with what they are proposing to do--**parties affected by this would have remedies. The parties affected by it will take what ever action they deem appropriate to take.**"

JUDGE SCHMETTERER: OKAY

Lance G. Johnson/ Society had a Notice of Bidder (**Exh 1**) in hand prior

to the auction and sale of the assets of the estate of Leo Stoller. Lance G. Johnson knew that there was a prior and superior interest to his and that the "superior" interest would assert its superior rights at the close of the sale. Lance G. Johnson/ Society had in hand on the day **August 7, 2007** of the sale the said **Notice of Bidder** filed by Leo Stoller in **April 27, 2007**. Lance G. Johnson/ Society purchased alleged assets of Leo Stoller "as is" "where is" "without any warranty" (**Exh A**). Pursuant to the Notice of Bidder (**Exh. 1**) the Christopher Stoller's pension and profit sharing plan **PRIOR AND "superior"** interest has now asserted its prior ownerships rights in and to all of the stock and marks of Leo Stoller, trademarks, licenses past and present, goodwill of Central. Pursuant to Illinois Bankruptcy trustee Richard M. Fogel "The parties affected by it will take whatever action they deem appropriate to take." (**Exh 3**) **August 7, 2007**. was the final sale of the assets **Exh. A**, which is an "assignment in gross" and/or "naked assignment" of Leo Stoller and Central Mfg Co., trademark because they were sold "as is" "were is" with no warranty and there was a prior undisclosed entity CSPPSP that held actual ownership rights to the said assets.

LANCE G. JOHNSON /SOCIETY WAS GIVEN NOTICE THAT THE "SOCIETY" WAS RECEIVING AN "ASSIGNMENT IN GROSS (EXH. A)

The assignment **Exh A** that Illinois Bankruptcy Trustee issued to the Society alleging to transfer the Federal Trademarks to the Society was a "naked" assignment **Exh. A**. "WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to assign all of the Estate's right title, and interest in and to the Assets (Trademarks) whether known or unknown to the Trustee, in "as is" and "where is" condition without claim or warranty of validity, enforceability or factual support associated with either, and Assignee's (Society) desires to revive the Assets (trademarks) under said condition". **Exh A Page 1 Paragraph 5**. Such language in a trademark assignment renders the said assignment a "assignment in gross" and/or a "naked assignment" consequently Lance Johnson/ Society did not receive any valid trademarks rights to any of the Federally Registered Trademarks of Central Mfg Co., S Industries, Inc., Renta-

mark, USA Sports Co., Inc., Sentra Industries, Inc. et al.

Since the alleged auction **August 7, 2007** has take place and the final sale of the alleged" assets of Leo Stoller have been sold, "as is" "where is" without any warranties **Exh. A** what so ever, Christopher Stoller Pension and Profit Sharing Plan pursuant to the **Notice of Bidder** has stepped forward, PURSUANT TO NOTICE EXH. 1 and has disclosed and asserted his ownership rights in and to the "stock" of Central/Rentmark and all of the Federal Trademarks Registrations, Applications, licenses to third parties past and present of Rentamark/Central et al. **Christopher Stoller Pension and Profit Sharing Plan** is the only party that has authority to represent Central before this Board. See a true and correct copy of the official copy of the State of Delaware Corporation Amended Annual Report(s) dated 9/15/2007 **Exh 2**

NOTICE TO THE BIDDER

Filed in the Bankruptcy Court and served on **Judge Jack Schmetterer, Illinois Bankruptcy Trustee Richard Fogel, Lance G. Johnson** and all creditors was a "full disclosure" and CSPPSP is that "third" party that is coming forward now on the terms and conditions set forth in that Notice. No party can "cry foul". This was notice to the world recorded in a **Federal Bankruptcy Court in Case No. 05-B-64075**. The said disclosure **NOTICE TO BIDDER Exh 1** is what CSPPSP is properly coming forward on and asserting its rights. No party can claim "surprise" that a third party has now emerged pursuant to the Notice to Bidder to asserts its prior and superior rights outlined herein under the law.

Christopher Stoller Pension and Profit Sharing Plan (CSPPSP) advises the Board that CSPPSP will be asserting its rights in all inter party pleading before the Board see SCHEDULE C attached hereto. CSPPSP adopts all pending motions as its own in all proceedings.

By: /Christopher Stoller Pension and Profit
Sharing Plan
Director
Trademark & Licensing Dept.
Tradewinds Building

Nassau, Bahamas

Date: September 15, 2007

Certificate of Service

I hereby certify that the foregoing motion is being sent by first class mail to all parties of record and deposited with the Nassau Bahamas Postal Services.

/C Stoller CSPPSP/

Certificate of Mailing

I hereby certify that the foregoing motion is being filed online with the Trademark Trial and Appeal Board.

Box TTAB/NO FEE
Commissioner of Trademarks
P.O. Box 1451
Alexandria, Virginia 22313

/C.Stoller CSPPSP/

Date: September 15, 2007

ASSIGNMENT

This Assignment ("Assignment") is made effective as of August 20, 2007 from Richard M. Fogel ("Assignor" or "Trustee"), not individually, but solely as the trustee of the chapter 7 bankruptcy estate (the "Estate") of Leo D. Stoller ("Debtor"), to The Society for the Prevention of Trademark Abuse, LLC ("Assignee"), a limited liability company organized under the laws of Delaware and having an office at 10560 Main Street, Suite 220, Fairfax, VA 22030:

WHEREAS, the Debtor filed a voluntary petition under title 11, United States Code (the "Bankruptcy Code") on December 22, 2005 (the "Petition Date") and Debtor's bankruptcy case is currently pending as Case No. 05 B 64075 before the United States Bankruptcy Court for the Northern District of Illinois (the "Court");

WHEREAS as of the Petition Date, the Debtor owned or claimed an interest in certain intellectual property, including but not limited to, registered and unregistered trademarks and service marks along with the underlying goodwill of whatever business or arrangement may use such marks (the "Marks") and licenses for certain Marks (the "Licenses"), and claims asserted by the Debtor in connection with the Marks and/or the Licenses through lawsuits for alleged damages and/or infringement, trademark oppositions, and cancellation proceedings before the U.S. Trademark Trial and Appeals Board (the "Claims"); which interests and ownership the Debtor claimed either directly or through one or more proprietary entities, including, but not limited to, Central Mfg. Co. (whether or not designated as a Delaware corporation, stock holding company, or assumed name for Central Mfg. Inc.), Central Manufacturing Company Inc., Rentamark, Stealth, and Stealth Licensing;

WHEREAS as of the Petition Date, the Debtor owned all of the stock (the "Stock") of the following incorporated entities: Central Mfg. Inc. ("Central"), Stealth Industries Inc. ("Stealth"), Sentra Industries Inc. ("Sentra"), S Industries Inc. ("S") and USA Sports Co. Inc. ("USA" and, collectively with Central, Stealth, Sentra and S (the "Corporations") which own or claim an interest in certain intellectual property in addition to the Marks and the Licenses and have asserted certain claims for alleged damages and/or infringements in addition to the Claims;


WHEREAS because there is a question as to whether the Debtor has fully disclosed to the Court the extent and nature of his interests in the Marks, Licenses, Claims and Stock (collectively, whether known or unknown, disclosed by the Debtor or undisclosed by the Debtor, the "Assets"), there exists the possibility that the scope and nature of Assets known to the Trustee is incomplete;

WHEREAS the Court has held that, pursuant to the provisions of section 541(a) of the Bankruptcy Code, the Assets are property of the Estate and are subject to the exclusive jurisdiction of the Court pursuant to 28 U.S.C. § 1334(e);

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of the Estate's right, title, and interest in and to the Assets, whether known or unknown to the Trustee, in "as is" and "where is" condition without claim or warranty of validity, enforceability or factual support associated with either, and Assignee's desires to receive the Assets under said conditions;

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

Richard M. Fogel, not individually but as trustee for
the bankruptcy estate of Leon D. Stuller, case no. 05
B-64173 (Bankr. N.D. Ill.)



By Richard M. Fogel, trustee

ACKNOWLEDGEMENT

State Of Illinois)
County of Cook }

On August 20, 2007 before me, ~~Heather M. Brennan~~ Notary Public, personally appeared RICHARD M. FOGEL, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Heather M. Brennan
Signature of Notary Public



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In Re:

LEO STOLLER,

Debtor.

Chapter 7

Case No: 05 B 64075

Hon. Jack B. Schmetterer

FILED

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

APR 27 2007

NOTICE TO BIDDER

**KENNETH B. GARDNER, CL
PS REP. - AI**

Notice is hereby served that any potential buyer who attempts to purchase any of the assets of Leo Stoller, his corporations, stocks, intellectual property and/or trademarks, is notified that Leo Stoller has at least eight appeals pending before the District Court of the Northern District of Illinois regarding this proceeding. Stoller advises potential buyers, without waiving his Fifth Amendment rights, that there are third parties who have an interest in Stoller's assets, trademarks, stock of Stoller's corporations, etc.

At the conclusion of any auction or sale of Stoller's property to any unauthorized potential buyers, and after the assets are transferred to any party that purchases them through this bankruptcy proceeding, Leo Stoller is putting them on notice that they will be sued, and their lawyers and their customers will also be named parties to lawsuit(s).

Third parties will assert their interest in the said trademarks and intellectual property at the United States Patent and Trademark Office. Any attempt to use those trademarks on products in commercial trade will subject potential buyers and their customers to trademark litigation in the District Court, Court of Appeals, and the Supreme Court.

In addition, Leo Stoller intends on suing the Trustee, Richard M. Fogel and Janice Alwin, and any and all lawyers and their law firms involving the said transactions. Pure Fishing, Inc., an alleged creditor, claims to have spent over \$950,000 in litigation with Stoller regarding one trademark. Stoller estimates the cost of litigation to any potential buyers who attempt to acquire any of the assets, corporations, stock, intellectual property, etc. of Leo Stoller, will be in excess of thirty million dollars.

FMA 1

**TRADEMARK
REEL: 003631 FRAME: 0123**

The Trustee Richard Fogel has an obligation to present this Notice to Bidder to any parties who intend on purchasing any of the assets of Leo Stoller.

Respectfully submitted,



Leo Stoller
7115 W. North Avenue
Oak Park, Illinois 60302
(312) 545-4554
Email: ldms4@hotmail.com

Date: April 27, 2007

DECLARATION

The undersigned, Leo Stoller, declares that he is authorized to execute this document on its behalf, that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

By: _____
Leo Stoller

Date: April 27, 2007

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In Re:

LEO STOLLER,

Debtor.

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

APR 27 2007

TO: **KENNETH B. GARDNER, CLERK**
PS REP. - AJ

NOTICE OF FILING

Richard M. Fogel, Trustee
Janice A. Alwin, Esq.
Shaw, Gussis, Fishman, Glantz,
Wolfson & Tobin LLC
321 N. Clark Street, Suite 800
Chicago, Illinois 60610

William J. Factor
Seyfarth & Shaw, LLP
131 South Dearborn St., Suite 2400
Chicago, Illinois 60603

Lance G. Johnson
Roylance, Abrams, Berdo
& Goodman, LLP
1300 19th Street, N.W., Suite 600
Washington, DC 20036

Michael Zeller
Quinn, Emanuel, et al.
865 South Figueroa Street, 3rd Floor
Los Angeles, CA 90017

Steve S. Wolfe
Office of the U.S. Trustee, Region 11
227 W. Monroe Street, Suite 3350
Chicago, IL 60606

Beverly Berneman
Querrey & Harrow Ltd.
175 W. Jackson Blvd., Suite 1600
Chicago, IL 60604

Hon. Jack B. Schmetterer

Appeal from the U.S. District
Court for the Northern District,
Eastern Division
Case No. 05-B-64075

Kevin Posen
Teller, Levit & Silvertrust PC.
11 E. Adams Street, 8th Fl.
Chicago, IL 60603

Robert Benjamin
Querrey & Harrow Ltd.
175 W. Jackson Blvd., Suite 1600
Chicago, IL 60604

Brian G. Harrison
1600 Atlanta Financial Ctr.
3343 Peachtree Road NE
Atlanta, GA 30326

GoDaddy Software, Inc.
c/o Brian LaCorte
Gallagher & Kennedy, P.A.
2575 Camelback Road
Phoenix, AZ 85016

Portfolio Recovery Associates
P.O. Box 41067
Norfolk, VA 23541

Lance Construction Co., Inc.
323 Hillcrest Drive
Algonquin, IL 60102

TRADEMARK

REEL: 003631 FRAME: 0125

[Print this page](#)

Amended Annual Report - Acknowledgment Copy

File Number: 2127766

Corporation Name: CENTRAL MFG. INC.

Tax Year: 2006

Federal Employer ID:

Incorporation Date: 06/01/1987

Renewal/Revocation Date:

Phone Number: 0000000000

Dates of Inactivity: **From Date:** **To Date:** **From Date:** **To Date:**

Agent Number: 9303522

Agent Name: CENTRAL MFG. INC.

Address: 6 GREGORY COURT

City: DOVER

State: DE

Postal Code: 19904

Franchise Tax: \$ 35.00

\$ 100.00 Penalty: \$.00

1.5% Monthly Interest: \$.00

Annual Filing Fee: \$ 25.00

Previous Credit/Balance: \$ 60.00CR

Prepaid Quarterly Payments: \$.00

Amount Due: \$.00

Assets for Regulated Investment Corporations:

Jan. 1st:
Dec. 31st:

Begin Date	End Date	Designation/ Stock Class	No. of Shares	Par Value/ Share	No. of Shares Issued	Total Gross Assets	Asset Date
06/01/1987		COMMON	1,000	.000000			
				Total			

Nature of Business: Trademark Licensing

Principal Place of Business Outside of Delaware: Nassau, Bahamas

Director Information - 1 Director(s) in your list

EXH 2

Director - 1

Director Name: C. Stoller P.P.S.Plan

Address 1: Trade Winds Building

Address 3: Bay Street

City: Nassau

Country: BAHAMAS

Postal Code:

Expiration Date: 09-30-08

Officer Information - 1 Officer(s) in your list

Officer - 1

Officer Name: C. Stoller P.P S.Plan

Address 1: Trade Winds Building

Address 3: Bay Street

City: Nassau

Country: BAHAMAS

Postal Code:

Expiration Date: 09-30-08

Authorized By (Officer/Director/Incorporator): Director

Title: Director

Date: 09/15/2007

 **Go Back**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LEO STOLLER,)
) No. 05 B 64075
) Chicago, Illinois
) 11:00 a.m.
) 2:00 p.m.
 Debtor.) August 7, 2007

TRANSCRIPT OF PROCEEDINGS BEFORE THE
HONORABLE JACK B. SCHMETTERER

APPEARANCES:

Trustee: Mr. Richard Fogel;
For the Trustee: Mr. Brian Shaw;
Mr. Patrick Clisham;
Pro se: Mr. Leo Stoller;
For Julie Bishop: Mr. Brian Alexander;
For Pure Fishing: Mr. William Factor;
For the U.S. Trustee: Mr. Stephen Wolfe;
For the SPTA: Mr. Lance Johnson;
For Google: Ms. Kim Robinson;
Court Reporter: Amy Doolin, CSR, RPR
U.S. Courthouse
219 South Dearborn
Room 661
Chicago, IL 60604.

EXH 3

TRADEMARK

REEL: 003631 FRAME: 0128

of action they could bring and not burden this bankruptcy court.

THE COURT: No. Sir, I will let you argue about the e-mails in a moment, and I will also let you argue about the motion you want to file, but you're starting out the question wrong. If you have a particular question, don't start by asking the history of the agreements. Just ask him a question.

BY MR. STOLLER:

Q Okay. The question I have for you, Mr. Fogel, is can a party who has a contingent agreement to sell and assign a trademark sell a trademark that is invalid and not in use, have a party sign that agreement that that trademark is invalid and not in use, and then have a -- prepare a separate assignment agreement where you say that agreement is valid, in use and that's to be filed with the trademark office? Is that a proper way for a bankruptcy trustee to approve of a sale of a trademark?

MR. SHAW: Objection. Compound question. Second of all, I would ask that the witness take at least three steps backwards from Mr. Fogel and not be screaming in his face.

THE COURT: Well, he's not screaming, but he is getting close. So keep it back.

Mr. Fogel.

THE WITNESS: Yes, sir.

THE COURT: Do the best you can with that question, please.

Fogel THE WITNESS: Okay.

No.

THE COURT: All right. Mr. Fogel, he is making an argument that it would be wrong for me to approve a sale if I am approving a document which would be a misrepresentation to a government agency.

Fogel THE WITNESS: I understand his argument.

THE COURT: And it may be you want your counsel to reserve that point for argument, but if there is something you want to say about that, I would appreciate it.

Fogel THE WITNESS: Your Honor, the assignor/assignee index at the Patent & Trademark office is the equivalent of a grantor/grantee index at the recorder of deeds. It is a ministerial process. They accept papers that are submitted to them. They do not pass on the validity of them. They do not make any representations as to their legitimacy or their illegitimacy.

It is frequently done in trademark

litigation that one party will assign its rights in a disputed trademark to another who then records the assignment of those rights for whatever they're worth. It is not unusual for people to sell assets disclaiming that they have any particular fitness, merchantability, value, use, purpose or existence. And people can buy them if they enter into it knowingly and informatively.

THE COURT: The assignment, though, in this case, is an assignment of goodwill, among other things, right?

Fogel THE WITNESS: If any exists.

THE COURT: Well, it doesn't say "if any exists".

Fogel THE WITNESS: It's assigned cart blanche.

THE COURT: Are you asking me to approve these documents --

Fogel THE WITNESS: No, sir.

THE COURT: -- of sale?

Fogel THE WITNESS: No, sir. I am asking you to authorize me to sell the trademark portfolio and the licenses that may be associated with it, which have not been produced, as well as the claims and causes of action relating to --

1 THE COURT: Are you asking me to
2 authorize both sets of documents?

3 *Fogel* THE WITNESS: No, sir. I am asking
4 you to approve the asset purchase agreement between
5 me and the Society. What the Society does
6 thereafter, if -- and I emphasize if -- and I don't
7 think there is anything wrong with what they are
8 proposing to do -- parties affected by this would
9 have remedies. The parties affected by it will take
10 whatever action they deem appropriate to take.

11 THE COURT: Okay.

12 THE WITNESS: I'm selling my assets to
13 a buyer pursuant to a court order.

14 THE COURT: Mr. Stoller, do you have
15 any questions to that answer? To that answer,
16 please.

17 MR. STOLLER: To that answer, just
18 what you said, Judge.

19 BY MR. STOLLER:

20 Q Can a trademark assignment be registered
21 with the Patent & Trademark office where there is no
22 goodwill?

23 *Fogel* A I believe anything can be filed, and
24 anything that is filed will be accepted by the Patent
25 & Trademark office.

MR. FOGEL: Yes. Yes.

THE COURT: Okay. What was the last
were up?

MR. FOGEL: We were here on July 24
original hearing, Judge.

THE COURT: Okay. Thank you.

Counsel for the daughter, thank you
much for coming. Thank you for your patience.
Sorry it took so long.

MR. ALEXANDER: Thank you.

(Which were all the proceedings had in
the above-entitled cause, August 7,
2007, 11:00 a.m.)

B. DOOLIN, CSR, RPR, DO HEREBY CERTIFY
THE FOREGOING IS A TRUE AND ACCURATE
SCRIPT OF PROCEEDINGS HAD IN THE ABOVE-
ENTITLED CAUSE.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN THE MATTER OF:

LEO STOLLER,

Debtor

)
)
) CASE NO. 05 B 64075
)
)

SALE PROCEDURES ORDER

Upon consideration of the motion of Richard M. Fogel, not individually, but as Chapter 7 Trustee herein (the "Trustee"), pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 2002, 6004 and 9006, for authority to sell to the "Society" for Prevention of Trademark Abuse" (SPTA) the Debtors' Assets for \$7,500, or such higher amounts as may be realized through competitive bidding, and for related relief (the "Sale Motion"), it appearing to the Court as follows:

- A. Notice of the initial hearing on the Sale Motion has been timely given to all parties entitled thereto, and such notice is fair and adequate under the circumstances;
- B. This Court has core subject matter jurisdiction over the Sale Motion and jurisdiction over the Assets;
- C. Good cause has been shown to schedule the requested sale.

IT IS THEREFORE ORDERED AS FOLLOWS:

1. The Court will consider the Revised Offer of SPTA and its proposed Asset Purchase Agreement ("APA") or such higher offer(s) that may be obtained from Qualified Buyers at the Auction and sell the Assets free and clear of all interests, liens, claims and encumbrances.
2. Any competitive bidding for the Assets shall be conducted at the Auction in open Court on July 24, 2007 at 11:30 a.m. Bids will be entertained for individual assets as well as bulk

EXH 4

bids for all assets. The Trustee will provide adequate notice to any potential bidders or groups containing potential bidders.

3. To participate in the Auction, any Potential Bidder must, 24 hours prior to the Sale Hearing, deliver to the Trustee: (i) such information as may be requested to establish such Potential Bidder's ability to close the sale of the Assets in a timely manner, including a demonstration of financial wherewithal to close such sale; (ii) a wire transfer or certified funds to the Trustee equal to \$2,500.00; and (iii) an executed asset purchase agreement in substantially the same form as the APA.

4. (a) Any Potential Bidder meeting all of the above requirements that wishes to participate in the Auction must acknowledge in writing that it is familiar with, understands and accepts the procedures specified herein. Any person qualifying under all of the above standards shall be entitled to bid to purchase the Assets and will be hereinafter referred to as a "Qualified Bidder." Any bid made by a Qualified Bidder shall be referred to as a "Qualified Bid."

(b) All individual members or stockholders of SPTA or any other bidder will be disclosed.

5. Provided that there is one or more Qualified Bidders, the Trustee will offer the Assets for sale at the Auction in bulk, and their individual lots. At the conclusion of the Auction, the Trustee may seek a recess to engage in an analysis (the "Bid Analysis") to determine which Qualified Bid is, in its best judgment, the highest or otherwise best offer(s) (the "Winning Bid"). A person making a Winning Bid shall hereinafter be referred to as a "Winning Bidder". At the conclusion of the Bid Analysis, the Trustee shall ask the Bankruptcy Court to enter an order, substantially in the form of the proposed order appended to the Motion as Exhibit 2 (the "Sale

Order"), authorizing the Trustee to consummate the sale(s) at the Winning Bids with the Winning Bidders and to execute such additional documentation as is reasonably necessary to close such sales. All bids and approvals thereof are subject to Court approval.

6. Any bid submitted by a Qualified Bidder with respect to all the Assets in a bulk bid must be at least Seventy Six Hundred Dollars (\$7,600.00) with all subsequent bids in increments of One Hundred Dollars (\$100.00).

7. Any bid submitted by a Qualified Bidder with respect to any individual Asset must be at least One Hundred Dollars (\$100.00) higher than the Individual Allocation for such Asset as provided in the Sale Motion with all subsequent bids in increments of One Hundred Dollars (\$100.00).

8. The offers of all Qualified Bidders shall be irrevocable until the earlier of (i) the closing of the sale of the Assets, or (ii) the withdrawal of the Assets for sale by the Trustee.

9. In the event that a Winning Bidder defaults in the performance of its obligation to purchase the Assets pursuant to a Winning Bid, that person's Earnest Money Deposit shall be forfeited as liquidated damages. Any person making an Earnest Money Deposit who does not become the Purchaser (viz., the Winning Bidder as specified in the Sale Order as entered by the Bankruptcy Court) shall have its Earnest Money Deposit returned to it by the Debtor within two (2) business days after the conclusion of the Sale Hearing at which the Winning Bid(s) are confirmed.

10. In the event that a Winning Bidder defaults in the performance of its obligations to purchase the Assets pursuant to a Winning Bid, then the next highest bidder for the Assets shall be required to proceed as the Winning Bidder. Consequently, that person's bid (the "Back-Up

Bid") will be treated as the Winning Bid without further notice and hearing and entry of any additional order by the Bankruptcy Court.

11. The Winning Bidder shall be solely responsible for any sales, transfer or other taxes, if any, applicable to its acquisition of the Assets.

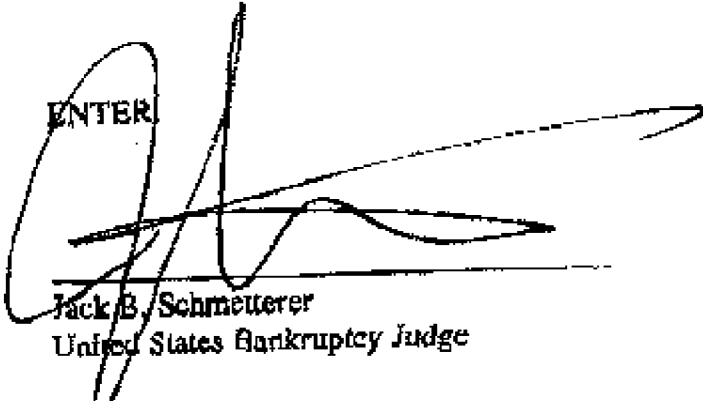
12. The sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Trustee or his respective agents. By submitting a bid, each Qualified Bidder shall be deemed to have acknowledged and represented that (i) it has had an opportunity to inspect and examine the Assets and to conduct any and all due diligence regarding the Assets prior to making its bid; (ii) it has relied solely upon its own independent review, investigation and/or inspection of any documents, Assets in making its bid; and (iii) it did not rely upon any written or oral statements, representations, promises, warranties, or guarantees whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets by any person whatsoever, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these bidding procedures or, as to the Winning Bidder, the applicable purchase agreement.

13. Notwithstanding anything to the contrary in the Sale Motion or the APA, a Winning Bid shall have been accepted by the Trustee only upon entry of the Sale Order and the Trustee will not be obligated to take any action related to the sale of the Assets unless and until the Bankruptcy Court enters the Sale Order, which must be in form and substance reasonably satisfactory to the Trustee. The Trustee's presentation to the Bankruptcy Court for approval of a Winning Bid does not constitute the Trustee's acceptance thereof.

14. Notice of the Sale Hearing, in the form annexed hereto as Exhibit 1, shall be transmitted by the Trustee to the Debtor, the Office of the United States Trustee, all counsel of record and all creditors that have filed proofs of claim against the Debtor's estate.

15. The Sale Motion, and the additional relief requested therein, is continued for further hearing at the Sale Hearing.

ENTER



Jack B. Schmeiteler
United States Bankruptcy Judge

Dated and entered this 1st day of June 2007

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of May 1, 2007 is made between Richard M. Fogel, not individually, but as chapter 7 trustee (the "Trustee" or "Seller") of estate of Leo Stoller (the "Debtor"), and the Society for the Prevention of Trademark Abuse, LLC ("Buyer").

RECITALS

WHEREAS, the Trustee has been duly appointed to administer the Debtor's estate (the "Estate") in connection with the Debtor's chapter 7 bankruptcy case pending in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division and styled as *In re Leo Stoller*, Case No. 05 B 64075;

WHEREAS, the Trustee's duties include the liquidation of the Estate's assets for the benefit of its creditors.

WHEREAS, the Estate's assets include, among other things, certain intellectual property rights, claims and stock interests identified as follows (collectively, the "Assets"):

- a. the trade marks and service marks listed on the attached Schedule A (the "Marks"),
- b. the Licenses listed on the attached Schedule B (the "Licenses"),
- c. claims associated with pending trademark oppositions, lawsuits, and cancellation actions including all claims for past damages or infringement as listed in Schedule C;
- d. other trademarks, service marks, trademark or service mark licenses, copyrights, unlisted claims associated with pending trademark proceedings of the Estate that are not reflected on Schedules A, B, or C (the "Unidentified IP Rights"), and
- e. all stock of the corporate entities Central Mfg. Inc. (d/b/a Central Mfg. Co. of Illinois), Stealth Industries Inc., Sentra Industries Inc., S Industries Inc. and USA Sports Co. Inc., including any assumed name entities thereof;

WHEREAS Seller desires to sell the Assets and Buyer desires to purchase the Assets on the terms and conditions set forth herein:

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

ARTICLE I PURCHASE AND SALE OF ASSETS

1. **Purchase and Sale of Assets.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, at Closing and free and clear of any and all liens, claims, encumbrances and interests, all of the right, title and interest of Seller in and to the Assets, all of which shall be sold "as is" and "where is," with no representations or warranties of fitness or condition from Seller.

EXH 5

2. Purchase Price. The consideration to be paid for the Assets (the "Purchase Price") shall be the sum of \$7,500.00, allocated as follows (the "Individual Allocations"):

A. Marks, Licenses and Claims:	\$5,000.00
B. Central Stock:	\$500.00
C. Stealth Stock:	\$500.00
D. Sentra Stock	\$500.00
E. S Stock:	\$500.00
F. USA Stock:	\$500.00

The Purchase Price is subject to adjustment pursuant to the auction procedures described herein and shall payable as follows: (i) delivery of cash to Seller by wire transfer or certified funds in an amount equal to \$2,500 upon execution of this Agreement (the "Earnest Money Deposit"); and (ii) the balance of the Purchase Price to be paid to Seller by wire transfer or certified funds at Closing.

3. Assignment of Marks, Licenses and Unidentified IP Rights. Subject to the terms and conditions provided herein, the Trustee irrevocably sells, grants, conveys, assigns and sets over to Buyer:

- (a) all (worldwide) right, title and interest in and to the Marks, the Licenses and the Unlisted IP Rights, together with the business goodwill associated with the Marks in Schedule A, Licenses in Schedule B and Unlisted IP Rights, samples showing use of the mark on or in connection with the product or service identified in the registration, and all inventory, books, records, or other tangible evidence of the existence of such trademark rights;
- (b) the right to sue for and collect past, present and any future damages, profits, attorneys' fees;
- (c) all other available claims or remedies for past damages (whether real or perceived), likelihood of confusion, or infringements of the said Marks, Licenses and Unlisted IP Rights associated with any past, present or future proceeding including those in Schedule C.

4. Assignment of Corporate Stock. Subject to the terms and conditions provided herein, the Trustee irrevocably sells, grants, conveys, assigns and sets over to Buyer stock of the Estate in and to Debtor's wholly-owned corporate entities:

- (a) Central Mfg. Inc.,
- (b) Stealth Industries Inc.,
- (c) Sentra Industries Inc.,

- (d) S Industries Inc. and
- (e) USA Sports Co, Inc.

5. Court Approval Required. The Trustee shall file with the Bankruptcy Court a motion (the "**Sale Motion**") requesting (i) an order approve the sale procedures described herein (the "**Sale Procedures Order**"), and (ii) a hearing (the "**Sale Hearing**") to approve this Agreement and the Sale to Buyer pursuant to Section 363 of the Bankruptcy Code. Notice of the Sale Hearing shall be served upon all creditors and other parties in interest in the Chapter 11 Case as required by the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bankruptcy Court's local rules. The Sale Motion (or a separate motion at sole the discretion of Seller) shall request that the Bankruptcy Court, among other things, conduct an auction sale at the Sale Hearing to solicit bids on higher and better terms than Buyer's, subject to following terms and conditions (the "**Auction Procedures**"):

- (a) Any competitive bidding for the Assets shall be conducted at an auction in open Court on or about May 30, 2007 (the "**Auction**").
- (b) To participate in the Auction, an interested party (a "**Potential Bidder**") must, 24 hours prior to the Sale Hearing, deliver to the Trustee: (i) such information as may be requested to establish such Potential Bidder's ability to close the sale of the Assets in a timely manner, including a demonstration of financial wherewithal to close such sale; (ii) a wire transfer or certified funds to the Trustee equal to \$2,500.00; and (iii) an executed asset purchase agreement in substantially the same form as the APA.
- (c) Any Potential Bidder meeting all of the above requirements that wishes to participate in the Auction must acknowledge in writing that it is familiar with, understands and accepts the procedures specified herein. Any person qualifying under all of the above standards shall be entitled to bid to purchase the Assets and will be hereinafter referred to as a "**Qualified Bidder**." Any bid made by a *Qualified Bidder* shall be referred to as a "**Qualified Bid**."
- (d) Provided that there is one or more Qualified Bidders, the Trustee will offer the Assets for sale at the Auction in bulk. At the conclusion of the Auction, the Trustee may seek a recess to engage in an analysis (the "**Bid Analysis**") to determine which Qualified Bid is, in its best judgment, the highest or otherwise best offer(s) (the "**Winning Bid**"). A person making a Winning Bid shall hereinafter be referred to as a "**Winning Bidder**". At the conclusion of the Bid Analysis, the Trustee shall ask the Bankruptcy Court to enter an order, substantially in the form of the proposed order appended to this Motion as Exhibit 2 (the "**Sale Order**"), authorizing the Trustee to consummate the sale(s) at the Winning Bid with the Winning Bidder and to execute such additional documentation as is reasonably necessary to close such sale.
- (e) Any bid submitted by a Qualified Bidder with respect to the Assets must be at least Seventy Six Hundred Dollars (\$7,600.00) with all subsequent bids in increments of One Hundred Dollars (\$100.00).

- (f) Any bid submitted by a Qualified Bidder with respect to any individual Asset must be at least One Hundred Dollars (\$100.00) higher than the Individual Allocation for such Asset as provided above with all subsequent bids in increments of One Hundred Dollars (\$100.00).
- (g) The offers of all Qualified Bidders shall be irrevocable until the earlier of (i) the closing of the sale of the Assets, or (ii) the withdrawal of the Assets for sale by the Trustee.
- (h) In the event that a Winning Bidder defaults in the performance of its obligation to purchase the Assets pursuant to a *Winning Bid*, that person's *Earnest Money Deposit* shall be forfeited. Notwithstanding the foregoing, such a forfeiture shall not be in full satisfaction of any damages caused to any person by the Winning Bidder's default as described herein. Any person making an *Earnest Money Deposit* who does not become the Purchaser (*viz.*, the Winning Bidder as specified in the Sale Order as entered by the Bankruptcy Court) shall have its *Earnest Money Deposit* returned to it by the Debtor within two (2) business days after the conclusion of the Sale Hearing at which the Winning Bid(s) are confirmed.
- (i) In the event that a Winning Bidder defaults in the performance of its obligations to purchase the Assets pursuant to a *Winning Bid*, then the next highest bidder for the Assets shall be required to proceed as the Winning Bidder. Consequently, that person's bid (the "Back-Up Bid") will be treated as the *Winning Bid* without further notice and hearing and entry of any additional order by the Bankruptcy Court.
- (j) The Winning Bidder shall be solely responsible for any sales, transfer or other taxes, if any, applicable to its acquisition of the Assets.
- (k) The sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Trustee or his respective agents. By submitting a bid, each Qualified Bidder shall be deemed to have acknowledged and represented that (i) it has had an opportunity to inspect and examine the Assets and to conduct any and all due diligence regarding the Assets prior to making its bid; (ii) it has relied solely upon its own independent review, investigation and/or inspection of any documents, Assets in making its bid; and (iii) it did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets by any person whatsoever, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these bidding procedures or, as to the Winning Bidder, the applicable purchase agreement.
- (l) Notwithstanding anything to the contrary in the Sale Motion or the APA, a Winning Bid shall have been accepted by the Trustee only upon entry of the Sale Order and the Trustee will not be obligated to take any action related to the sale of

the Assets unless and until the Bankruptcy Court enters the Sale Order, which must be in form and substance reasonably satisfactory to the Trustee. The Trustee's presentation to the Bankruptcy Court for approval of a Winning Bid does not constitute the Trustee's acceptance thereof.

6. **Authority Relative to this Agreement.** Subject to the entry of the Sale Procedures Order and the Sale Order by the Bankruptcy Court, Seller has the necessary power and authority to execute and deliver this Agreement or other document to be executed by him in connection with the transactions contemplated by this Agreement and to consummate the transactions contemplated hereby. Subject to the provisions of the Procedures Order and the Sale Order and Buyer's compliance with its obligations set forth herein, this Agreement constitutes, and each agreement or other document to be executed by Seller in connection with the transactions contemplated by this Agreement (when executed and delivered by Seller), will evidence and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms.

7. **Further Assurances.** The Trustee hereby agrees, at the request of the Buyer, to execute such further documents and take such further actions as may be reasonably required to effect the purpose and intent of this Agreement.

8. **No Warranties.** Seller conveys the Assets to Buyer on an "as is" and "where is" basis, with no representations or warranties of any kind. Buyer acknowledges and agrees that the Seller is entering into this Agreement solely in his capacity as chapter 7 trustee and that the Seller shall not be liable to Buyer personally for any claims arising out of or in connection with this Agreement.

9. **Breach.** In the event of a breach of this Agreement by Buyer, Seller's right to retain the Earnest Money Deposit shall not constitute a limitation or liquidation of any damages arising from such breach. In the event of a breach of this Agreement by either Party, the non-breaching Party shall be entitled to recover its reasonable fees and costs incurred, including attorneys' fees, incurred in connection with such breach.

10. **Amendment.** This Agreement may be amended at any time only by writing executed by each of the Parties hereto.

11. **Notices.** All notices and other communications required or permitted hereunder shall be in writing (including telefax or similar writing) and shall be given,

(a) If to Seller, to:

Mr. Richard M. Fogel
Chapter 7 Trustee
c/o Shaw Gussis Fishman Glantz Wolfson & Towbin LLC
321 North Clark Street, Suite 800
Chicago, Illinois 60610
Tel: (312) 541-0151
Fax: (312) 980-3888

(b) If to Buyer, to:

Society for the Prevention of Trademark Abuse, LLC
1300 19th Street, NW Suite 600
Washington, DC 20036
Tel: (202) 530-7361
Fax: (202) 659-9344

With copies to:

Lance G. Johnson
Roylance, Abrams, Berdo & Goodman, LLP
1300 19th Street, NW Suite 600
Washington, DC 20036
Tel: (202) 530-7361
Fax: (202) 659-9344

or (c) in either case, to such other person or to such other address or fax number as a party to whom notice is to be given may have furnished the other party in writing by like notice. If mailed, any such communication shall be deemed to have been given on the third (3rd) business day following the day on which the communication is posted by registered or certified mail (return receipt requested). If notice is given by any other means, it shall be deemed to have been given when delivered to the address specified above.

12. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement. Unless the context otherwise requires, terms (including defined terms) used in the plural include the singular, and vice versa.

13. Counterparts. This Agreement may be executed in two or more facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Entire Agreement. This Agreement (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof; (ii) is not intended to and shall not confer upon any person, association or entity, other than the parties hereto, any rights or remedies with respect to the subject matter or any provision hereof; and (iii) shall inure to the benefit of and shall be binding upon each of Buyer and Seller and their respective successors and assigns, including, without limitation any trustee appointed or elected in Seller's proceedings.

15. Governing Law. This Agreement has been delivered at Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws of the State of Illinois. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the

extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. **Exclusive Jurisdiction.** The parties hereby agree that, without limitation of any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder or the transactions contemplated herein; and (ii) any and all claims, actions, causes of action, suits and proceedings relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the jurisdiction of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 11 above.

17. **AS IS. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE ASSETS ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE ASSETS, INCLUDING, WITHOUT LIMITATION: (i) the quality, nature, adequacy and condition of the Assets, (ii) the compliance of the Assets with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, or (iii) the quality of any services used in connection with the Assets.**


18. **Time of the Essence.** Time is of the essence with respect to the performance by Buyer and Seller of all of their respective obligations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers

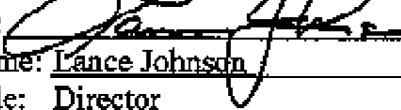
SELLER:

**RICHARD M. FOGEL, NOT INDIVIDUALLY
BUT AS CHAPTER 7 TRUSTEE FOR THE
ESTATE OF LEO STOLLER**

By: 
Name: RICHARD M. FOGEL
Title: CHAPTER 7 TRUSTEE

BUYER:

**THE SOCIETY FOR THE PREVENTION OF
TRADEMARK ABUSE**

By: 
Name: Lance Johnson
Title: Director

SCHEDULE C - PROCEEDINGS

91092085	The Southern New England Telephone Corp Company	CENTRALINK 2100
91093601	George C. Kasboske	STEALTH
91108924	Sentry Chemical Company	SENTRY
91115719	Deck America, Inc.	DECK STAR
91117366	Stealth Laboratories, Llc	STEALTH LABORATORIES
91117894	Sutech U.S.A., Inc.	STEALTH
91118105	Unex Corporation	STEALTH
91118421	James J. Feuling	TERMINATOR
91118538	Spaceage Synthetics, Inc.	STEALTH BOARD
91118797	Fujitsu Personal Systems, Inc.	PENCENTRA
91118888	Freeman Manufacturing Co.	TRILLIUM
91119206	Tenryu America Inc	STEALTH
91119245	Troyal, Inc.	TERMINATOR
91119348	Syntra Ltd.	SYNTRA
91119802	Alza Corporation	CONCENTRA
91119975	Tiger Electronics, Ltd.	HAVOC
91120073	Novitron International, Inc.	SENTRA
91120170	The Email Channel Inc.	CENTRAQ
91120202	Nissan Jidosha Kabushiki Kaishya Dba Nis	SENTRA CA
91120339	Karen Ponce	STEALTH SHELF
91121420	York International Corporation	STEALTH
91121605	Sterling/Winters Company	LOVE YOUR BODY
91121795	American International Marketing	STEALTH
91124917	Marathon Equipment Company	STEALTH
91125566	Stealth Air Courier, Inc.	STEALTH AIR COURIER
91125818	Board Of The Regents, The University Of	STEALTH GERONTOLOGY
91150463	Menasha Corporation	STEALTH GOLD
91150624	Radiant Labs, LLC	STEALTH GUARD
91151836	Coffee Works, Inc.	DARK STAR
91152014	Reonegro, Antonio And Tom	HAVOC MEDIA

SCHEDULE C - PROCEEDINGS

SCHEDULE C - PROCEEDINGS		
	Lynch	DESIGN
91152243	HEPA Corporation	STEALTH 100
91154372	Penitech International Inc.	STEALTH
91154472	Evox, Inc.	STEALTHWARE
91154585	Medtronic Sofamor Danek Inc.	STEALTHMERGE
91154617	Medtronic Sofamor Danek Inc.	STEALTHDRIVE
91155814	WFJM Enterprises, Inc.	STEALTHTEX
91156858	Dreamworks L.L.C. & Dreamworks Animation	REX HAVOC
91157012	Hyperstealth Biotechnology Corp.	HYPERSTEALTH
91157434	Purina Mills, Llc	STEALTH
91158263	Stealth, Ltd.	STEALTH LTD.
91158582	Market America, Inc.	STEALTH RADAR SHIELD
91159950	Premium Products, Inc.	GROUND ZERO STEALTHII
91160234	Airframe Business Software, Inc.	AIRFRAME BUSINESS SOFTWARE, INC.
91160234	Airframe Business Software, Inc.	AIRFRAME BUSINESS SOFTWARE, INC.
91161513	Darkstar Design, Inc.	DARKSTAR DESIGN
91161552	Heiman, Donald F.	STEALTH-A-SCOPE
91161651	Roux Laboratories, Inc.	AIRFRAME
91161651	Roux Laboratories, Inc.	AIRFRAME
91161740	Silicon Defense, Inc.	COUNTERSTEALTH
91161831	Ratlidge, Douglas W.	AIRFRAMEPOWERPLANT
91162195	Northern Telepresence Corporation	DARKSTAR
91162592	Stephens, Edwin K.	STEALTH ACQUISITIONS
91162928	Titan America Llc	CENTRA
91163156	Titan America Llc	CENTRA
91163722	Macronix Inc.	MX STEALTH
91164047	U-Haul International, Inc.	STEALTH
91164582	Pocekovic, Jovan	STEALTH VODKA
91165221	Marcus, Randy Lee	HYPNOSTEALTH

SCHEDULE C - PROCEEDINGS

91166562	General Cigar Co., Inc.	STRADIVARIUS
91167086	Fairchild Semiconductor Corporation	
91167152	International Surfacing, Inc.	STEALTHSHOE
91167475	Digital Recorders, Inc.	STEALTHMIC
91167557	E-Merging Technologies Group	MANAGED STEALTHCARE
91167602	Sierra Corporate Design	STEALTHNEWS
91167658	Surgical Navigation Technologies, Inc.	STEALTHNAVIGATOR
91167706	Invitrogen Corporation	STEALTHRNAI
91168673	Ebert, Kenneth R	AIRFRAME
91168888	Dreamworks Animation L.L.C.	REX HAVOC
91169270	Ceradyne, Inc.	STEALTH
91169382	Swedish Match Lighters B.V.	FIREPOWER
91169502	Loveland Products, Inc.	STEALTH
91169502	Loveland Products, Inc.	STEALTH
91170016	Midwest Motorcycle Supply Distributors Corp.	FIRE POWER
91170256	Google Inc.	GOOGLE
91170274	Target Brands, Inc.	(Target design mark)
91170424	Cafe Belmondo, Inc	STRADIVARIUS BLEND
91170575	Summit Environmental Corporation Inc.	FIREPOWER
91170636	Indy Stealth Incorporated	INDY STEALTH
91170710	Stealth Dump Trucks, Inc.	STEALTH DUMP TRUCKS
91170819	Medtronic, Inc.	STEALTHLINK
91170820	John Edward Sweat	SENTRACARE
91170951	Two Guys Publications, Inc.	WHITE LINE FEVER
91170957	HEPA Corporation	STEALTH
91171222	Raysat Cyprus Ltd.	STEALTHRAY
91172150	Montoya, Matthew; Ahern, John; Liscano, Jose; Saldivar, Hector; Garcia, Adrian	CRY HAVOC
92024940	Intelligence Quotient International Limited	STEALTH TECHNOLOGY

SCHEDULE C - PROCEEDINGS

92025162	Cardiotronics	STEALTH-FRODE
92030433	Skateboard World Industries, Inc. And Mr. Chet Thomas	DARKSTAR MASTER URETHANE
92030944	Nissan Jidosha Kabushiki Kaishya DbA Nissan Motor Co., Ltd.	SENTRA
92031211	Centra Software, Inc.	CENTRA
92042735	Daymen Photo Marketing, Ltd.	STEALTH
92043125	Burrows Golf, Inc.	TRILLIUM
92043666	Northern Telepresence Corporation	DARK STAR
92045336	Target Brands, Inc.	STEALTH
92045659	Riverside Manufacturing Company	AIR FRAME
92045671	Ponce, Karen	STEALTH SHELF
92045778	Google Inc.	GOOGLE

SCHEDULE C COURT PROCEEDINGS

<i>Central Mfg. Co. v. Pure Fishing, Inc., No. 05 C 00725 (N.D. Ill.)</i>
<i>Columbia Pictures Industries, Inc. v. Stoller, No. 05 C 2052 (N.D. Ill.)</i>
<i>Stealth Industries, Inc. v. George Brett, No. 04 C 3049 (N.D. Ill.)</i>
<i>Central Mfg. v. HEPA Corporation, Appeal No. 2005-1566 (Fed. Cir.)</i>