

RECORDATION FORM COVER SHEET TRADEMARKS ONLY


To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): See attached. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Canada</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Polji-Twine Inc.</u> Internal Address: <u>c/o Bridgeline Ropes, Inc.</u> Street Address: <u>70 Dundas Street</u> City: <u>Deseronto</u> State: <u>Ontario</u> Country: <u>Canada</u> Zip: _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Canada</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
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3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>February 4, 2004</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,663,419; 1,955,107</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
POLY-FIL; SUPER-TY

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Eric Stevens</u> Internal Address: _____ Street Address: <u>3600 Glenwood Avenue</u> City: <u>Raleigh</u> State: <u>NC</u> Zip: <u>27612</u> Phone Number: <u>919 783-1017</u> Fax Number: <u>919 783-1075</u> Email Address: <u>estevens@poynerspvtll.com</u>	6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____	

9. Signature: 	December 19, 2007
_____ Signature	_____ Date
_____ Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 1663419

ATTACHMENT 1.A.

1.A. (continued)

Name of Conveying Party:

A. Farber & Partners Inc., as receiver and manager of the assets of Poli-Twine Canada Ltd, on behalf of Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors and C.M. Life Insurance Company.

ASSIGNMENT OF TRADE MARKS

This Assignment of Trade Marks Agreement made as of the 4th day of February, 2004 between **A. Farber & Partners Inc.** in its capacity as receiver and manager of the undertaking, property and assets of **Poli-Twine Canada Ltd.** (the "Seller") with an office located at 1200 Sheppard Avenue East, Suite 300, North York, Ontario, Canada M2K 2R8 to **Poli-Twine Inc.**, with an office located at c/o Bridgeline Ropes Inc., 70 Dundas Street, Deseronto, Ontario (the "Buyer").

WITNESSETH:

WHEREAS Poli-Twine Canada Ltd. filed an assignment in bankruptcy on November 5, 2003;

AND WHEREAS the Seller was appointed receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. ("PTC") on the 16th day of January, 2004 pursuant to, *inter alia*, a Security and Pledge Agreement dated March 1, 2000 as amended (the "Security Document"), in favour of Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors, and C.M. Life Insurance Company (collectively "the Secured Parties"), financing statements relating to which were registered, *inter alia*, (1) under the *Personal Property Security Act* (Ontario) on March 2, 2000 as No. 20000302 1644 9065 6353 as amended; (2) under the *Personal Property Security Act* (Alberta) on April 5, 2000 as No. 00040504243; and (3) under the *Personal Property Security Act* (Newfoundland and Labrador) on March 2, 2000 as No. 134601;

AND WHEREAS pursuant to the Security Document, the Seller may exercise its power of sale of the undertaking, property and assets of Poli-Twine Canada Ltd. by, *inter alia*, private sale;

AND WHEREAS A Farber & Partners Inc. in its capacity as receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. has advertised the assets for sale;

AND WHEREAS Bridgeline Ropes Inc. ("Bridgeline") has agreed to purchase the assets set out below on an "as-is" "where-is" basis and pursuant to the conditions of sale hereinafter set forth;

AND WHEREAS pursuant to the Order of the Honourable Mr. Justice Lane of the Ontario Superior Court of Justice dated January 20, 2004, the notice required by section 63(4) of the *Personal Property Security Act* (Ontario) was dispensed with;

AND WHEREAS Bridgeline Ropes Inc. ("Bridgeline") has agreed to purchase the assets set out in Schedule "A" hereto annexed, (collectively the "Trade Marks") on an "as-is" "where-is" basis and pursuant to the conditions of sale hereinafter set forth;

AND WHEREAS Bridgeline has issued a direction to the Seller requiring the Seller to transfer the Trade Marks to the Buyer;

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NOW THEREFORE the Seller, in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to POLI-TWINE INC., the full post office address of whose principal office or place of business is c/o Bridgeline Ropes Inc., 70 Dundas Street, Deseronto, Ontario, all of Poli-Twine Canada Ltd.'s right, title and interest in the Trade Marks and all copyright in the design marks set out in Schedule "A" hereto, and, so far as the Seller has the right to assign the same, in and to the company name Poli-Twine Canada, and all goodwill associated with and in connection with which the said Trade Marks and company name have been used, including the right to sue and recover for past passing off and infringement of the Trade Marks and the said company name.

AND the Seller hereby releases to the Buyer all of its and the Secured Parties' claims against the Trade Marks and the company name Poli-Twine Canada.

AND the Seller represents that it was appointed as receiver and manager of the Trade Marks and in its capacity as receiver and manager of the Trade Marks has the authority to sell its interests and the Secured Parties' interests, if any, in the Trade Marks.

SAVE AND EXCEPT FOR THE EXPRESS REPRESENTATION THAT THE SELLER WAS APPOINTED AS RECEIVER AND MANAGER OF THE TRADE MARKS AND IN ITS CAPACITY AS RECEIVER AND MANAGER OF THE TRADE MARKS HAS THE AUTHORITY TO SELL ITS INTERESTS AND THE SECURED PARTIES' INTERESTS, IF ANY, IN THE TRADE MARKS, THE SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TRADE MARKS; THE CONDITION, DESIGN, OR QUALITY OF THE TRADE MARKS; THE FITNESS OF THE TRADE MARKS FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TRADE MARKS; COMPLIANCE OF THE TRADE MARKS WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT OR TRADEMARK INFRINGEMENT; LATENT DEFECTS; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADE MARKS. BRIDGELINE AND BUYER ALSO ACKNOWLEDGE THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TRADE MARKS.

SELLER SHALL HAVE NO LIABILITY TO BRIDGELINE, BUYER OR ANY PERSON WHOMSOEVER (INCLUDING PURCHASERS OF ALL OR ANY OF THE TRADE MARKS) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TRADE MARKS OR ANY PART THEREOF, BY ANY INADEQUACY OF THE TRADE MARKS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM

SELLER'S, BRIDGELINE'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS ASSIGNMENT OF THE TRADE MARKS.

BUYER ACKNOWLEDGES THAT THE TRADE MARKS ARE BEING SOLD "AS IS WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. BUYER ACCEPTS THE PROPERTY SUBJECT TO THE TERMS OF THIS ASSIGNMENT OF TRADE MARKS.

Buyer agrees to be responsible for and shall pay all federal, provincial, municipal and other governmental sales and other taxes, duties and light charges properly payable in connection with and a result of the transfer of the Trade Marks to the Buyer referred to herein, save and except for any income taxes that may be payable by the Seller.


This Bill of Sale may be executed and delivered in any number of counterparts with the same effect as if the Buyer and the Seller had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same document.

IN WITNESS WHEREOF Seller has executed this Assignment of Trade Marks on the date first above written.


A. FARBER & PARTNERS, INC. in its capacity as Receiver and Manager of Poli-Twine Canada Ltd.

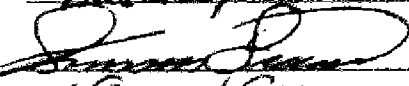


Witness

By: 
Name: SHAMIR DHALP
Title: MANAGER

Agreed To:

POLI-TWINE INC.
By: 
Name: KEITH KNIGHT
Title: MANAGER

By: 
Name: NORMAN GRANT
Title: SEC. TREASURER