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03-05-2008

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103486349

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):

Equality Specialties, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: MNC Stribbons, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1545 NW 165 Street

City: Miami

State: FL

Country: US

Zip: 33169

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation ~~20000000~~ Florida

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):

Execution Date(s) 07/27/2004

- Assignment
- Security Agreement
- Other Bill of Sale
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,093,356

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William M. Hobby, III

Internal Address: \_\_\_\_\_

Street Address: 157 E. New England Ave.  
Suite 375

City: Winter Park

State: FL Zip: 32789

Phone Number: (407) 644-8888

Fax Number: (407) 645-3200

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date 03/04/2006 to 03/04/2007 0000116 2093356

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: William M. Hobby, III

Signature

Date 2-29-08

William M. Hobby, III

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**BILL OF SALE AND TRANSFER STATEMENT**

FOR VALUE RECEIVED, the undersigned, ANTARES CAPITAL CORPORATION, for itself and as Agent for other Lenders under a Credit Agreement dated November 26, 1997, as amended (the "Secured Party"), and EQUALITY SPECIALITIES, INC., a Delaware corporation (the "Debtor"), in consideration of the agreements, terms and provisions contained in the Asset Sale Agreement dated as of July 26, 2004 (the "Sale Agreement") among Secured Party, Debtor and MNC Sourcing Solutions, Inc., a Florida corporation (the "Buyer"), hereby grant, sell, assign, convey, transfer and deliver to Buyer and its successors and assigns forever, all of the Secured Party's and Debtor's right, title and interest in and to the "Transferred Assets" described in the Sale Agreement, including, without limitation, as described on Schedule 1 attached hereto.

This Bill of Sale is subject in all respects to the terms of the Sale Agreement, including without limitation the Secured Party's and the Debtor's disclaimer of any warranties, express or implied, with respect to the Transferred Assets. For purposes of Section 9-619 of the Florida Uniform Commercial Code, but subject to the exculpatory provisions of Section 7.1 of the Sale Agreement, the Secured Party and Debtor state as follows:

- (a) The Debtor has defaulted in connection with an obligation secured in part by the Transferred Assets.
- (b) The Secured Party has exercised its post-default remedies with respect to the Transferred Assets.
- (c) By reason of Secured Party's exercise of its remedies, the Buyer is acquiring the rights, title and interest of the Debtor in and to the Transferred Assets.
- (d) The names and mailing addresses of the Secured Party, Debtor and Buyer are set forth on Schedule 2.

EXCEPT AS EXPRESSLY SET FORTH IN THE SALE AGREEMENT, THE SECURED PARTY AND THE DEBTOR MAKE NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE PROPERTY OR THE QUANTITY THEREOF, THE DEBTOR'S BUSINESS OR PROSPECTS, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE PROPERTY; AND THE PROPERTY IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

This Bill of Sale and the rights and obligations of the Secured Party, Debtor and Buyer hereunder shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to principles of conflicts of laws applied by Florida or any other jurisdiction.

Florida, without giving effect to principles of conflicts of laws applied by Florida or any other jurisdiction.

IN WITNESS WHEREOF, the Secured Party and Debtor have executed and delivered this Bill of Sale on July 27, 2004.

ANTARES CAPITAL CORPORATION, for itself and as Agent for the other Lenders under the Credit Agreement dated November 26, 1997 with Debtor

By: J. W. R. P.

Title: Director

EQUALITY SPECIALTIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS:

The foregoing instrument was acknowledged before me, a Notary Public in and for the state and county aforesaid, on July 27, 2004, by Tyler W. Lindblad, as Director of Antares Capital Corporation, a Delaware corporation, on behalf of the corporation.

My Commission expires: 8/31/04  
Judith A. Rusch  
Notary Public



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me, a Notary Public in and for the state and county aforesaid, on July \_\_, 2004, by \_\_\_\_\_ as \_\_\_\_\_ of Equality Specialities, LLC, a Delaware limited liability company, on behalf of the company.

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

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IN WITNESS WHEREOF, the Secured Party and Debtor have executed and delivered this Bill of Sale on July 27, 2004.

ANTARES CAPITAL CORPORATION, for itself and as Agent for the other Lenders under the Credit Agreement dated November 26, 1997 with Debtor

By: \_\_\_\_\_

Title: \_\_\_\_\_

EQUALITY SPECIALITIES, INC.

By: *[Signature]* *Dennis Edwards*

Title: *INTERMED*

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## SCHEDULE 1

TRANSFERRED ASSETS

A. All of the Secured Party's and Debtor's right, title and interest in and to, free and clear of any and all liens, claims and encumbrances (other than claims by any vendor of the Debtor), personal property, vehicles, fixtures, machinery, equipment, storage racks, pallets, fork lifts, order pickers, inventory, work-in-process, finished goods, customer files and customer lists, open order book, computer system, software, computer hardware, telephone numbers and system, trademarks, and other tangibles and intangibles owned by Debtor at the Closing, including, without limitation, any rights of Debtor in and to the tradename "*Stribbons*" anywhere in the world; provided however, such transfer of Debtor's rights in such tradename (i) shall be subject to any agreement or other restriction binding upon the Debtor with respect to such tradename, (ii) shall be void to the extent such transfer would violate any such agreement or other restriction and (iii) is being transferred without representation or warranty (express or implied) and without recourse (except for, and excluding, the Excluded Assets (hereinafter defined) (collectively, the "Transferred Assets").

B. The "Transferred Assets" shall exclude (i) cash and cash equivalents and security deposits, (ii) all instruments, prepaid assets and deposits, , letters of credit proceeds, unbilled costs and fees, tax refunds, tax credits, net operating losses, and any other rights to payment, (iii) bank accounts, (iv) the Debtor's rights to overfunding and refunded assets from employee benefit plans, (v) the Debtor's corporate books and records, (vi) the Debtor's rights (a) under any of its insurance policies relating to any of its assets or its business and any right to refunds due with respect to such insurance polices, and (b) under or pursuant to all warranties (express or implied), representations and guarantees made by any third party relating to any of the excluded assets referenced in this sentence. (vii) all capital stock and minute books of the Debtor and each of its subsidiaries, (viii) all assets (if any) subject to capital leases, unless such capital leases are assumed by the Purchaser (with Purchaser agreeing, as part of such assumption, to assume the concomitant financing obligations associated with such capital leases), and (ix) the accounts receivable and inventory expressly listed on Schedule 1.3 attached to the Asset Purchase Agreement (all of the foregoing assets in this Paragraph B, collectively, the "Excluded Assets").

\* \* \* \* \*

**SCHEDULE 2****NAMES AND ADDRESSES**

Secured Party: Antares Capital Corporation,  
For itself and as Agent for other Lenders  
under a Credit Agreement dated  
July 28, 2000  
311 South Wacker Drive  
Chicago, Illinois 60606  
Attention: Tyler Lindblad

with a copy of any notice to:

Latham & Watkins LLP  
233 South Wacker Drive  
Sears Tower, Suite 5800  
Chicago, Illinois 60606  
Attention: Richard A. Levy, Esq.

Debtor: Equality Specialties, Inc.  
1600 N.W. 165<sup>th</sup> Street  
Miami, Florida 33169  
Attention: Dennis Gerrard

with a copy of any notice to:

Robert W. Barron, Esq.  
Berger Singerman, P.A.  
350 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301



Buyer:

MNC Sourcing Solutions, Inc.  
c/o Robert Saltsman, Esq.  
Robert Saltsman P.A.  
222 S. Pennsylvania Ave.  
Winter Park, Fla. 32790

with a copy of any notice to:

Robert Saltsman, Esq.  
Robert Saltsman P.A.  
222 S. Pennsylvania Ave.  
Winter Park, Fla. 32790

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