# P \$40,00 119

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
Eldred Wheeler Company, Inc.		04/25/2008	CORPORATION: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Name:	Curry Woodworking, Inc.	
Street Address:	61 Strafello Drive	
City:	Avon	
State/Country:	MASSACHUSETTS	
Postal Code:	02322	
Entity Type:	CORPORATION: MASSACHUSETTS	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1194003	ELDRED WHEELER

# **CORRESPONDENCE DATA**

Fax Number: (781)878-6670

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

Phone: 781-878-9981
Email: dla@isalaw.com
Correspondent Name: David Arons

Address Line 1: 17 Accord Park Drive, Suite 100
Address Line 4: Norwell, MASSACHUSETTS 02061

NAME OF SUBMITTER:	David L. Arons
Signature:	/David L. Arons/
Date:	04/25/2008

Total Attachments: 1

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# **BILL OF SALE**

This Bill of Sale is executed as of the 25th day of April, 2008 by Eldred Wheeler Company, Inc. (the "Seller") in favor of Curry Woodworking, Inc. (the "Buyer").

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of April 25, 2008, by and among the Seller and the Buyer (the "Asset Purchase Agreement"). In the event of any conflict between any term or condition of this Bill of Sale and the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall be controlling.

For consideration of \$125,000.00 and such other value received, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants, bargains, sells, conveys, assigns, transfers and sets over unto the Buyer and its successors and assigns, absolutely and unconditionally and not as security, all of the Seller's right, title and interest in and to all of the Assets, including without limitation, the following: (A) all state and federal trademark rights of Seller to use the name "Eldred Wheeler," including without limitation, the word mark with United States Patent and Trademark Office Registration No 1,194,003; (B) all state and federal rights of Seller to any and all designs and marks associated with or related to the name "Eldred Wheeler" and/or the name "Eldred Wheeler, Inc.," including without limitation, a fan carving design with Massachusetts Registration No 45200; and (C) any and all of Seller's goodwill pertaining to the furniture manufactured by the Seller Title to the Assets shall pass to the Buyer upon delivery of this Bill of Sale. Nothing set forth herein shall be deemed to convey to the Buyer any right, title or interest in or to any other assets of the Seller.

The Assets are being sold with the representations and warranties set forth in the Asset Purchase Agreement.

Upon delivery of this Bill of Sale, Buyer shall have and hold the Assets for Buyer's own use as stated in the Asset Purchase Agreement. The Seller hereby represents that the Seller is at the time of the sale to the Buyer the lawful owner of the Assets, that the Assets are free from all encumbrances, and that the Seller has the right to sell the Assets

This Bill of Sale and the rights and obligations of the parties in interest hereto shall be construed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

Executed as a sealed instrument as of the day and year first above written

ELDRED WHEELER COMPANY, INC.

Arthony 6 Trage President

Name:

By:

Title:

Curry-Wheeler: Bill of Sale v3 (April 25, 2008)

RECORDED: 04/25/2008

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