

12-21-2001



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

D\$

101923527

To the Honorable Commissioner of Patents and Trademarks,

original documents or copy thereof.

12/17/01

1. Name of conveying party(ies):

American Western Arms, Inc.

- Individual(s)
- General Partnership
- Corporation-Florida
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: September 28, 2000

2. Name and address of receiving party(ies):

Name: AWA International, Inc.

Address: 1450 S.W. 10th Street
Suite 3-B
Delray Beach, FL 33444

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Florida
- Other _____

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,488,608 - AMERICAN WESTERN ARMS

Additional numbers attached? Yes No

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

Brian D. Anderson
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 191537US-231437-13

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . \$ 40.00

- Enclosed
- Authorized to be charged to deposit account Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian D. Anderson
Name of Person Signing

Signature

December 17, 2001
Date

Total number of pages including cover sheet, attachments, and document: 22

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/20/2001 TDIAZ1 00000075 2488608

01 FC:481

40.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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CONTRACT FOR PURCHASE AND SALE OF ASSETS



This Contract for Purchase and Sale of Assets ("Contract" or "Agreement") is made this day of ~~September~~ ^{October}, 2000 ("Effective Date") by and between AMERICAN WESTERN ARMS, INC., a Florida corporation (AWA), and CLASSIC OLD WEST STYLES, INC., a Texas corporation (COWS), hereinafter collectively called the "Seller") and AWA INTERNATIONAL, INC., a Florida corporation (hereinafter called the "Buyer"), wherein the Seller shall sell and the Buyer shall buy the following described assets upon the terms and conditions hereinafter set forth. Buyer and Seller are sometimes referred to herein, collectively, as the "Parties" or, individually, as a "Party".

IN CONSIDERATION of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **DESCRIPTION OF BUSINESS.** Seller agrees to sell to Buyer the following:

- a. All of Seller's right, title and interest in Seller's leasehold interest in the Premises located at 1450 S.W. 10th Avenue, Suite 3, Delray Beach, Florida, 33444 (the "Florida Premises") and 1060 Doniphan Park Circle, Suite C, El Paso, Texas 79922 (the "Texas Premises").
- b. All of the Seller's right, title and interest to the leasehold improvements, fixtures, investment in American Western Arms Italia, S.r.l. (which owns 80% of the quotas of Armi San Marco, S.r.l.), equipment, stock, furniture and fixtures, goodwill, inclusive of certain specified liabilities set forth herein, and going concern of the AWA business located upon the Florida Premises and of the COWS business located upon the Texas Premises; A list of said assets is attached hereto as Exhibit "A".

The above assets may hereinafter sometimes be referred to as the "Assets" sold by the Seller herein.

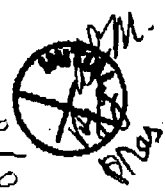
2. **THE PURCHASE PRICE IS:**

METHOD OF PAYMENT:

Financing (See Para. 3)

Cash at Closing

\$565,000.00 [#] 445,000.00
 \$300,000.00 245,000.00
 \$265,000.00 \$200,000.00



3. **FINANCING.** Buyer shall execute a promissory note ("Note") in favor of the

Seller. The terms of the Note shall be in an amount of ~~THREE HUNDRED THOUSAND~~ and

~~45,000.00~~ ~~20,100~~ ~~(\$300,000.00)~~ DOLLARS with three (3) consecutive monthly payments of amortized

principal and interest, with interest thereon at the rate of ten (10%) percent per annum. Monthly

payments on the Note shall commence thirty (30) days after Closing Date, as hereinafter defined,

Law Offices of David A. Chenkin P.A., 8551 W. Sunrise Blvd., Suite 208, Plantation, FL 33322

Phone No.: (954) 476-7994 • Fax No.: (954) 476-2382

TRADEMARK

REEL: 002410 FRAME: 0744

and shall be due on the same day of each month thereafter for a total of three (3) consecutive equal monthly installments, at which time the Note is to be satisfied. A copy of the Note is attached hereto as Exhibit "B". ALLEN MANUS, the principal of Buyer, shall, in addition to the Buyer being an obligor upon said Note, be an additional obligor upon the Note.

As security for the Seller's financing; Buyer shall execute and deliver to Seller the Security Agreements attached hereto as Composite Exhibit "C", and UCC-1 Financing Statements to be filed with the Florida and Texas Divisions of Corporations, in customary form, granting Seller a security interest in the Assets purchased pursuant to this Contract for Purchase and Sale. The Security Agreements shall contain terms and conditions as set forth by the standards and custom in like transactions, and , in addition, provide that upon default in payment Seller's remedies, shall include but not be limited to reacquisition of the Assets sold hereunder.

4. **DATE AND PLACE OF CLOSING.** The closing ("Closing Date") shall take place at the office of Seller's attorney located at: David A. Chenkin, P.A., 8551 West Sunrise Blvd., Suite 208, Plantation, Florida, 33322 on September 28, 2000. TIME IS OF THE ESSENCE.

5. **DOCUMENTS FOR CLOSING.** Seller will execute Affidavits regarding liens, Shareholders and Directors Resolution, Assignment and Assumption, and Consent to Assignment and Assumption of the Lease Agreements, as well as other such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer.

6. **WARRANTIES AND REPRESENTATIONS OF AWA AND COWS.** AWA and COWS, jointly and severally, warrant and represent the following:

- a. Seller, as of closing, is the owner and has good and marketable title to the above described business and Assets, subject to those encumbrances and liabilities set forth on Exhibit "D", and current tangible personal property taxes and those certain leases of Seller, copies of which are attached hereto as Exhibit "E", said leases of which are to be assumed by Buyer at Buyer's own cost and expense.
- b. Seller has all the requisite power and authority to own and sell the Assets.
- c. Seller has entered into no contracts other than this Agreement to sell or mortgage it's business or Assets or any portion thereof.
- d. Seller and its Shareholders have approved this Agreement and the transactions contemplated hereby, and have duly authorized the execution, delivery and performance hereof by Seller.

7. **COVENANTS OF SELLER.** Seller covenants with Buyer as follows:

- a. Bill of Sale and instruments of assignment to be delivered at closing will transfer all of the Assets of the above described business.
- b. No judgments or liens will be outstanding at the time of the closing against the Seller or the Seller's business which could be a lien against the Assets.
- c. All equipment is being sold "AS IS, WHERE IS". THE SELLER DOES NOT GIVE ANY WARRANTIES AFTER CLOSING.
- d. The Seller will assist in Buyer's transfer of all utilities to the Buyer upon closing, if permitted. Seller will take all future action and execute all documents necessary to carry out the purposes of this Contract and the purposes of those documents executed at-closing.
- e. AWA and COWS, respectively, shall change their corporate names to names dissimilar to that of "American Western Arms, Inc." and "Classic Old West Styles, Inc." following the closing.

8. **WARRANTIES AND REPRESENTATION OF BUYER.** Buyer represents and warrants the following:

- a. Buyer has the legal power and right to enter into and perform this Agreement and Buyer's execution will not result in a breach or termination of any term or provision of, or constitute a default under any contract, mortgage, or other instrument to which the Buyer is a party, or by which Buyer is bound.
- b. Buyer will assume the Seller's present Florida Premise lease and Texas Premise lease and those certain equipment leases attached hereto as Exhibit "E". Buyer shall be responsible for all costs associated with the qualification for and assignment of said leases.
- c. Buyer has the financial wherewithal to satisfy its obligations hereunder.

9. **ALLOCATION OF PURCHASE PRICE.** The Parties agree to allocate the purchase price paid for the Assets outside of closing

10. **MISCELLANEOUS PROVISIONS.**

- a. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing. Notices may be personally delivered to a Party or may be mailed to a Party. Notices are deemed given when received by the Party being noticed. However, if a notice is mailed to a Party by certified mail, return receipt requested, proper postage prepaid, in an envelope addressed to the address of the Party as same may be designated by a Party by giving notice thereof to all other Parties, then

such notice shall be deemed given on the date that it is turned over to the custody of the United States Postal Service.

- b. **Further Assurances.** All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.
- c. **Gender.** Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
- d. **Counterparts/Facsimile signatures.** This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement notwithstanding that all signatories are not signatories to the original or the same counterpart. Facsimiles of signatures shall have the same force and effect as original signatures.
- e. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience and in no way defines limit, extend or prescribe the scope of this Agreement or the intent of any provision hereof.
- f. **Completeness and Modification.** This Agreement constitutes the entire understanding among the Parties concerning the subject matter hereof and it supersedes all prior or contemporaneous agreements or understandings. No waiver or modification of the terms hereof shall be valid unless in writing signed by the Party or Parties to be charged and only to the extent therein set forth. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the express provisions of this Agreement.
- g. **Severability.** The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or words or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.
- h. **Governing Law/Venue/Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court located in Broward County, Florida, and the Parties hereby expressly consent to the jurisdiction of any such courts and to venue therein and consent to service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to the Parties at their respective addresses set forth in this Agreement.

- i. **Construction.** Each Party has reviewed this Agreement and the rule of construction that ambiguities are to be resolved against the Party drafting this Agreement shall not apply.
- j. **Binding Effect.** This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, assigns and successors.
- k. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to court costs and reasonable attorney's fees at the trial and at the appellate levels.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[SIGNATURES ON THE NEXT PAGE]

Executed by AWA on 8/29, 2000

ATTEST:

AMERICAN WESTERN ARMS, INC.

By: [Signature]
Its: President

By: [Signature]
Its: President

Executed by COWS on 8/29, 2000

ATTEST:

CLASSIC OLD WEST STYLES, INC.

By: [Signature]
Its: President

By: [Signature]
Its: President

Executed by Buyer on 10/2, 2000

ATTEST:

AWA INTERNATIONAL, INC.

By: [Signature]
Its: President

By: [Signature]
Its: Director

JOINDER OF OGGI DOMANI, INC

OGGI DOMANI, INC., a Florida corporation, hereby joins in this Agreement solely for the purpose of transferring its interest in AMERICAN WESTERN ARMS ITALIA, S.R.L. to the Buyer on the 29th day of September, 2000.

ATTEST:

OGGI DOMANI, INC.

By: [Signature]
Its: President

By: [Signature]
Its: President

Signed by Robert J. Gay in this ^{Pres} presence (personally) known to me

29th day of September by/hc

NOTARY PUBLIC - STATE OF FLORIDA
DAVID A. CHENKIN Page 6 of 26
COMMISSION # 0603367
EXPIRES 10/02/03
BONDED THRU ASA 1-888-NOTARY

[Signature]
David A. Chenkin

Exhibit "A"

ASSETS

Balance Sheet

As of September 27, 2000

Sep 27, '00

ASSETS

Current Assets

Checking/Savings

Operating 508.78
 Operating II 136.85
 Payroll 2,830.65

Total Checking/Savings 3,476.28

Accounts Receivable

19,492.00

Total Accounts Receivable 19,492.00

Other Current Assets

Pre-Paid Advertising/Shows 49,640.15
 Inventory 47,928.12

Total Other Current Assets 97,568.27

Total Current Assets 120,534.53

Fixed Assets

Apartment Furniture 6,733.05
 Computer Equipment 8,180.12
 Factory Equipment 20,837.37
 Factory Equipment - Italy 28,215.59
 Furniture & Fixtures 5,484.41
 Leasehold Improvements 48,512.04
 Leasehold Improvements - Italy 3,261.33
 Office Equipment 28,002.84
 Accumulated Depreciation -12,000.00

Total Fixed Assets 137,226.75

Other Assets

Investment - Armi San Marco 752,424.04
 Prepaid Rent 5,442.80
 Deposits 5,807.80

Interest Receivable (AWA)

Advanced Yarn Technology 359.41
 AXXS 288.99
 Body Perfect 332.19
 Oggi Domani, Inc. 1,236.02

Total Interest Receivable (AWA) 2,198.61

Loan Receivable (AWA)

Advanced Yarn Technology 15,282.61
 AXXS 10,189.88
 Body Perfect 13,768.06
 Oggi Domani, Inc. 37,945.97

Total Loan Receivable (AWA) 77,205.52

Loan Receivable (Credit Line)

Advanced Yarn Technology 270,000.00
 AXXS 180,000.00
 Body Perfect 250,000.00
 Oggi Domani 557,500.00

Total Loan Receivable (Credit Line) 1,257,500.00

Loan Origination Fees 5,150.00
 Accum Amortization - Loan Costs -5,150.00
 Organization Costs 3,125.00
 Acc Amort-Org Costs -208.00
 Start Up Costs 344,377.65
 Acc Amort-Start-up Costs -22,960.00

Total Other Assets 2,424,713.42

TOTAL ASSETS

2,882,474.70

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable
 Accounts Payable 123,107.12

Allyl Manna
abg/ko
Rocky J. President

Composite Exhibit "A" Assets and Exhibit "D" Liabilities

Balance Sheet

As of September 27, 2000

	<u>Sep 27, '00</u>
Total Accounts Payable	123,107.12
Other Current Liabilities	
Payroll Liabilities	
FUTA	12.85
SUTA	275.15
Total Payroll Liabilities	<u>288.03</u>
Total Other Current Liabilities	<u>288.03</u>
Accrued Payroll	
Total Current Liabilities	123,396.15
Long Term Liabilities	
Interest Payable	
Stockholders (RG)	42,159.34
Total Interest Payable	<u>42,159.34</u>
Loan Payable	
Oggi Domani, Inc.	13,874.56
Loan - Stockholders (RG)	1,150,702.33
Total Loan Payable	<u>1,164,576.89</u>
Suntrust Credit Line	<u>1,999,800.00</u>
Total Long Term Liabilities	3,206,236.23
Total Liabilities	3,329,632.38
Equity	
Common Stock	1,000.00
Retained Earnings	-10,829.78
Net Income	-837,333.90
Total Equity	<u>-847,157.68</u>
TOTAL LIABILITIES & EQUITY	<u>2,682,474.70</u>

American Western Arms, INC.
A/P Aging Detail
As of September 26, 2000

09/25/00

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Bill	9/11/2000	0911	Nichols Boyesen & Zino	9/26/2000		21,433.28
Bill	9/11/2000	16745	Classic Old West Styles, Inc.	10/1/2000		543.50
Bill	9/13/2000	#8	AFCO	10/1/2000		2,310.56
Bill	9/18/2000		Annie Blanco-Elliott	10/1/2000		5,231.50
Bill	9/21/2000		Pioneer Pest Control	10/1/2000		79.50
Bill	9/21/2000	00-123	Artis Pluzo Technologies, Inc.	10/1/2000		127.20
Bill	9/21/2000	5-586-58...	Federal Express	10/1/2000		291.89
Bill	9/21/2000	5-586-67...	Federal Express	10/1/2000		152.07
Bill	9/21/2000	23032	Farrington Displays, Inc.	10/1/2000		174.90
Bill	9/21/2000		Rose Construction	10/1/2000		571.16
Bill	9/21/2000		Rose Construction	10/1/2000		151.75
Bill	9/21/2000	000-078...	Safety-Kleen Systems, Inc.	10/1/2000		321.96
Bill	9/21/2000	15384	Gold Coast Office Machines	10/1/2000		106.76
Bill	9/21/2000	5-586-42...	Federal Express	10/1/2000		450.19
Bill	9/21/2000	apl	Comcast	10/1/2000		80.03
Bill	9/19/2000		FPL (3B)	10/5/2000		325.90
Bill	9/19/2000		FPL (4B)	10/5/2000		350.57
Bill	9/21/2000	0921	Nichols Boyesen & Zino	10/6/2000		23,064.00
Bill	9/21/2000	0921A	Nichols Boyesen & Zino	10/6/2000		4,264.39
Bill	9/26/2000		Bellsouth	10/6/2000		189.71
Bill	9/26/2000	40965	Westfield Tanning Company	10/6/2000		456.88
Bill	9/26/2000	41010	Westfield Tanning Company	10/6/2000		2,812.50
Bill	9/26/2000	40963	Westfield Tanning Company	10/6/2000		598.06
Bill	9/26/2000	40958	Westfield Tanning Company	10/6/2000		755.48
Bill	9/26/2000	40962	Westfield Tanning Company	10/6/2000		485.50
Bill	9/26/2000	oc000	The Seneca Group	10/6/2000		3,085.20
Bill	9/26/2000	oc000apl	The Yacht Club	10/6/2000		1,080.00
Bill	9/26/2000	5-586-94...	Federal Express	10/6/2000		222.61
						69,717.05
Total Current						
1 - 30	Bill		Tax Collector - Palm Beach County	9/1/2000	25	31.50
	Bill		Nichols Boyesen & Zino	9/8/2000	18	19,518.88
Total 1 - 30						19,550.38
31 - 60	Bill		Nichols Boyesen & Zino	8/21/2000	34	25,946.51
Total 31 - 60						25,946.51
61 - 90						
Total 61 - 90						
> 90						
Total > 90						
TOTAL						115,213.94

American Western Arms, INC.
A/R Aging Detail
 As of September 26, 2000

09/26/00

Type	Date	Num	P. O. #	Name	Terms	Due Date	Class	Aging	Open Balance
Current									
Simt Charge	8/31/2000			Blythe's Sport Shop					1,112.00
Simt Charge	8/31/2000			Spart's Sport Center					1,281.00
Simt Charge	8/31/2000			Bill Hicks LTD					2,783.00
Simt Charge	8/31/2000			Acusport					3,690.00
Simt Charge	8/31/2000			Arizona Gun Runners					5,185.00
Simt Charge	8/31/2000			Hans Boyesen					963.00
Simt Charge	8/31/2000			Mark's Outdoor					2,283.00
Simt Charge	9/26/2000			Bill Hicks LTD					2,214.00
									<u>19,492.00</u>
Total Current									
1 - 30									
Total 1 - 30									
31 - 60									
Total 31 - 60									
61 - 90									
Total 61 - 90									
> 90									
Total > 90									
TOTAL									<u>19,492.00</u>

Classic Old West Styles, Inc.

Balance Sheet
As Of August 31, 2000
Last Seq. #: 217

Balance

Assets

Cash in Bank	14,716.16
Petty Cash	100.00
Accounts Receivable	71,955.92
Employee Loans	130.00
Accounts Receivable - J Carrera	1,247.75
Accounts Receivable - M Carrera	3,283.00
A.Receivable-J.Carrera Machines	2,375.00
Inventory	104,986.59
Total CURRENT ASSETS	198,793.41
Capital leases	95,294.29
Accum Depreciation	-84,048.00
Machinery & Equipment	48,434.76
Store/furniture/equipment	23,880.53
Total FIXED ASSETS	81,561.58
Total DEFERRED ASSETS	0.00
Deposits	7,142.44
Start up costs	3,095.69
Accum amortization- start up costs	-3,202.00
Organization costs	312.00
Accum amortization- org. costs	-285.00
Leasehold Improvements	15,000.00
Accum Amortization - Leasehold Imp.	-1,653.00
Total OTHER ASSETS	21,010.13
Total Assets	301,365.12

14,716.16
100.00
71,955.92
156,712 AS of 9/21/00

Liability

Accounts Payable	63,422.41
Sales Tax Payable	1,005.08
Total CURRENT LIABILITIES	54,427.49
Capital Lse Oblig- Northern Leasing	89.89
Cap. Lse Oblig.:Eagle Strap	1,528.07
Cap Lse Oblig.:Time Master Finish	2,618.55
Cap Lse Oblig.:Strap Embosser	2,167.48
Cap Lse Oblig.:Hand Crank Punch	827.04
Cap Lse Oblig.:Clicker Press	3,754.06

Balance Sheet
As Of August 31, 2000
Last Seq. #: 217

	<u>Balance</u>
Cap Lse Oblig.:Chandler	1,868.52 ✓
Cap Lse Oblig.:Dand Knife /splitter	9,317.89 ✓
Cap Lse Oblig.:#9 Sewing Mach w/att	2,199.50 ✓
Cap Lse Oblig.:Juki Sewing Machine	6,542.19 ✓
Cap Lse Oblig.: 1/4" Spot Machine	1,701.60 ✓
Cap Lse Oblig.: 1/2" Spot Machine	2,050.82 ✓
Cap Lse Oblig.:Landis III Sewer	4,039.63 ✓
Cap Lse Oblig.: Juki 555	788.13 ✓
Cap Lse Oblig.: 3 Machines	16,354.60 ✓
Total LONG TERM LIABILITIES	55,848.68 ✓
Total Liabilities	110,276.15
<hr/>	
Equity	
Common Stock	1.00
Additional Paid In Capital	4,764,221.22
Retained Earnings	-4,175,211.50
Current Net Income	-364,742.04
Error Suspense Account	-0.02
Total EQUITY	224,268.66
Net Income for Current Period	-33,179.69
Total Equity	191,088.97
Total Liabilities and Equity	301,306.12

CLOSING STATEMENT

Date: 10/2, 2000

Seller : AMERICAN WESTERN ARMS, INC. and CLASSIC OLD WEST STYLES, INC.

Buyer : AWA INTERNATIONAL, INC.

Properties and Assets of:

AMERICAN WESTERN ARMS, INC.
1450 S.W. 10th Ave., Suite 3
Delray Beach, Florida 33444

CLASSIC OLD WEST STYLES, INC.
1060 Doniphan Park Circle; Suite C
El Paso, Texas 79922

	A DUE SELLER	B CREDIT BUYER
Selling Price	\$445,000.00	
Down Payment		
Promissory Note		\$245,000.00
	<u>\$445,000.00</u>	<u>\$ 245,000.00</u>
TOTALS		
Balance due Seller ("All less "B")	<u>\$200,000.00</u>	
Expenses of Sale:		
Doc. Stamps		\$ 857.50
UCC-1		50.00
	<u>\$ 0</u>	<u>907.50</u>

Law Offices of David A. Chenkin, P.A., 8551 W. Sunrise Blvd., Suite 208, Plantation, FL 33322

Phone No.: (954) 476-7994 • Fax No.: (954) 476-2382

Summary of Cash:

Down Payment plus	\$	0.00
Balance Due Seller		200,000.00
<hr/>		
Sub-total	\$	200,000.00
Less Sellers Expenses		0.00
<hr/>		
Net Cash to Seller	\$	200,000.00
<hr/>		

Balance Due Seller	\$200,000.00
Plus Buyers Expenses	907.50
	<hr/>
	\$200,907.50
	<hr/>

CLOSING NOTES

1. With respect to any deposits due for Florida Power and Light, the Parties hereby acknowledge and agree that they shall make any adjustments outside the Closing Statement. Buyer shall pay to Seller any amount due for all deposits transferred, subject to transferability of the deposit and approval by Florida Power and Light.
2. The Parties hereby acknowledge and agree that they will execute any and all necessary documents in order to effectuate the transfer of all utility accounts, and other vendor accounts as may be reasonably required, pursuant to the terms of the Contract for Purchase and Sale with said representations and warranties to survive the closing thereafter.

BUYER:

By: *Alb. L. Thomas*
 Its: *Director*

SELLER:

By: *Robert J. J.*
 Its: *President, American Under-*
arms, Inc. and Classic Adult
styles, Inc.

BILL OF SALE

AMERICAN WESTERN ARMS, INC.

hereinafter, collectively, called the "Seller", for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by,

AWA INTERNATIONAL, INC.

hereinafter called the "Buyer", transfers to Buyer the following personal property:

SEE EXHIBIT "A" ATTACHED HERETO

SELLER WARRANTS that Seller owns the property; that it is free from all encumbrances not stated herein or in the Contract for Purchase and sale of Assets of even date herewith, except current tangible personal property taxes which are not yet due and payable; that the Seller has lawful authority to sell the property.

DATED: September 20, 2000.

ATTEST:

AMERICAN WESTERN ARMS,
INC.
A Florida corporation

By: Robert J. Gangi
Its: Secretary

By: Robert J. Gangi
Its: President

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing Affidavit was acknowledged, subscribed and sworn to before me this 28 day of September, 2000 by ROBERT J. GANGI, as President of and on behalf of AMERICAN WESTERN ARMS, INC., a Florida corporation, who is personally known to me, or produced a _____ Driver's License No. _____ as identification

NOTARY PUBLIC - STATE OF FLORIDA
DAVID A. CHENKIN
COMMISSION # CC800387
EXPIRES 1/30/2003
BONDED THRU ABA 1-800-NOTARY1

David A. Chenkin
Notary Public
David A. Chenkin

My commission expires:

Name of Notary Public

BILL OF SALE

CLASSIC OLD WEST STYLES, INC.

hereinafter, collectively, called the "Seller", for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by,

AWA INTERNATIONAL, INC.

hereinafter called the "Buyer", transfers to Buyer the following personal property:

SEE EXHIBIT "A" ATTACHED HERETO

SELLER WARRANTS that Seller owns the property; that it is free from all encumbrances not stated herein or in the Contract for Purchase and sale of Assets of even date herewith, except current tangible personal property taxes which are not yet due and payable; that the Seller has lawful authority to sell the property.

DATED: September 28 2000.

ATTEST:

CLASSIC OLD WEST STYLES,
INC.
A Texas corporation

By: *Robert J. Gangi*
Its: *Secretary*

By: *Robert J. Gangi*
Its: *President*

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing Affidavit was acknowledged, subscribed and sworn to before me this 28th day of September, 2000 by ROBERT J. GANGI, as President of and on behalf of CLASSIC OLD WEST STYLES, INC., a Texas corporation, who is personally known to me, or produced a _____ Driver's License No. _____ as identification

NOTARY PUBLIC, STATE OF FLORIDA
DAVID A. CHENKIN
COMMISSION # CC803397
EXPIRES 1/30/2003
BONDED THRU ASA 1-888-NOTARY1

David A. Chenkin
Notary Public
David A. Chenkin
Name of Notary Public

My commission expires:

BILL OF SALE

AMERICAN WESTERN ARMS, INC.

hereinafter, collectively, called the "Seller", for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by,

AWA INTERNATIONAL, INC.

hereinafter called the "Buyer", transfers to Buyer the following personal property:

NINETY FIVE (95%) OF THE QUOTAS
IN
AMERICAN WESTERN ARMS ITALIA, S.R.L.

SELLER WARRANTS that Seller owns the property; that it is free from all encumbrances not stated herein or in the Contract for Purchase and sale of Assets of even date herewith, except current tangible personal property taxes which are not yet due and payable; that the Seller has lawful authority to sell the property.

DATED: September 28, 2000.

ATTEST:

AMERICAN WESTERN ARMS, INC.
A Florida corporation

By: [Signature]
Its: Secretary

By: [Signature]
Its: President

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing Affidavit was acknowledged, subscribed and sworn to before me this 26 day of September, 2000 by ROBERT J. GANGI, as President of and on behalf of AMERICAN WESTERN ARMS, INC., a Florida corporation, who is personally known to me, or produced a Driver's License No. as identification

NOTARY PUBLIC - STATE OF FLORIDA
DAVID A. CHENKIN
COMMISSION # CC03387
EXPIRES 1/30/2003
BONDED THRU ASA 1-888-NOTARY1

[Signature]
Notary Public
David A. Chenkin
Name of Notary Public

My commission expires:

BILL OF SALE

AMERICAN WESTERN ARMS, INC.

hereinafter, collectively, called the "Seller", for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by,

AWA INTERNATIONAL, INC.

hereinafter called the "Buyer", transfers to Buyer the following personal property:

**ALL MONIES DUE AND OWING FROM
ARMI SAN MARCO, S.R.L.
AND
ANGELO BUFFOLI**

SELLER WARRANTS that Seller owns the property; that it is free from all encumbrances not stated herein or in the Contract for Purchase and sale of Assets of even date herewith, except current tangible personal property taxes which are not yet due and payable; that the Seller has lawful authority to sell the property.

DATED: 10/18, 2000.

ATTEST:

AMERICAN WESTERN ARMS,
INC.

A Florida corporation

By: _____
Its: _____

By: Robert J. Gangi
Its: President

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing Affidavit was acknowledged, subscribed and sworn to before me this 18 day of October, 2000 by ROBERT J. GANGI, as ~~President of and on behalf of~~ AMERICAN WESTERN ARMS, INC., a Florida corporation, who is personally known to me, or produced a _____ Driver's License No. _____ as identification

David A. Chenkin
Notary Public

My commission expires:

NOTARY PUBLIC - STATE OF FLORIDA
DAVID A. CHENKIN
COMMISSION # 0800387
EXPIRES 10/02/03
BONDED THRU ASA 1-800-NOTARYS

Name of Notary Public

BILL OF SALE

OGGI DOMANI, INC.

hereinafter, collectively, called the "Seller", for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by,

AWA INTERNATIONAL, INC.

hereinafter called the "Buyer", transfers to Buyer the following personal property:

**FIVE (5%) OF THE QUOTAS
IN
AMERICAN WESTERN ARMS ITALIA, S.R.L.**

SELLER WARRANTS that Seller owns the property; that it is free from all encumbrances not stated herein or in the Contract for Purchase, and sale of Assets of even date herewith, except current tangible personal property taxes which are not yet due and payable; that the Seller has lawful authority to sell the property.

DATED: September 25 2000.

ATTEST:

OGGI DOMANI, INC.
A Florida corporation

By: *Robert J. Gangi*
Its: *Secretary*

By: *Robert J. Gangi*
Its: *President*

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing Affidavit was acknowledged, subscribed and sworn to before me this 28th day of Sep., 2000 by ROBERT J. GANGI, as President of and on behalf of OGGI DOMANI, INC., a Florida corporation, who is personally known to me, or produced a _____ Driver's License No. _____ as identification

NOTARY PUBLIC - STATE OF FLORIDA
DAVID A. CHENON
COMMISSION # CC603387
EXPIRES 1/01/2003
BONDED THRU ASA 1-788-INTADWY

David A. Chenon
Notary Public *Chenon*

My commission expires:

Name of Notary Public

BILL OF SALE

AMERICAN WESTERN ARMS, INC.

hereinafter, collectively, called the "Seller", for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by,

AWA INTERNATIONAL, INC.

hereinafter called the "Buyer", transfers to Buyer the following personal property:

**NINETY FIVE (95%) OF THE QUOTAS
IN
AMERICAN WESTERN ARMS ITALIA, S.R.L.**

SELLER WARRANTS that Seller owns the property; that it is free from all encumbrances not stated herein or in the Contract for Purchase and sale of Assets of even date herewith, except current tangible personal property taxes which are not yet due and payable; that the Seller has lawful authority to sell the property.

DATED: September 28, 2000.

ATTEST:

AMERICAN WESTERN ARMS,
INC.
A Florida corporation

By: [Signature]
Its: Secretary

By: [Signature]
Its: President

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing Affidavit was acknowledged, subscribed and sworn to before me this 28 day of September, 2000 by ROBERT J. GANGI, as President of and on behalf of AMERICAN WESTERN ARMS, INC., a Florida corporation, who is personally known to me, or produced a _____ Driver's License No. _____ as identification

NOTARY PUBLIC - STATE OF FLORIDA
DAVID A. CHENKIN
COMMISSION # CC003387
EXPIRES 1/30/2003
BONDED THRU ASA 1-888-NOTARY1

[Signature]
Notary Public
David A. Chenkin

My commission expires:

Name of Notary Public