

03-26-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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102400938

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3-29-03  
Wing-Lynch, Inc. (Fleet National Bank)

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Secured Party's Bill of Sale
- Merger
- Change of Name

Execution Date: 12/2/02

2. Name and address of receiving party(ies)  
Name: Ross Products International, Inc.

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

Street Address: 6605 SW 111th Avenue

City: Beaverton State: OR Zip: 97008-5337

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Oregon
- 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) 1223275

1231746

Additional number(s) attached  Yes  No

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

Name: Peter E. Heuser, Reg. No. 27,902

Internal Address: Suite 200

Street Address: 520 SW Yamhill Street

City: Portland State: OR Zip: 97204

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Deficiency or credit only - 11-1540

FINANCE SECTION  
MAR 24 AM 9:51  
RECORDS

03/25/2003 0000093 1223275

DO NOT USE THIS SPACE

9. Signature.

40.00 OP  
25.00 OP

Peter E. Heuser

Name of Person Signing

Signature

March 19, 2003

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002699 FRAME: 0109

AMENDED & RESTATED SECURED PARTY'S BILL OF SALE

This Secured Party's Bill of Sale confirms that in consideration of the sum of \$87,106.17 paid to Fleet National Bank, a national banking association, with a place of business at 111 Westminster Street, Providence, Rhode Island 02903 ("Bank") by Ross Products International, Inc. ("Purchaser") on October 23, 2002, Bank exercised its right under the Uniform Commercial Code as adopted by the Rhode Island General Assembly and the Security Agreement referenced below and sold and transferred to Purchaser all of Wing-Lynch, Inc.'s right, title and interest in and to Wing-Lynch, Inc.'s assets described on Exhibit A attached hereto (collectively hereafter "Assets").

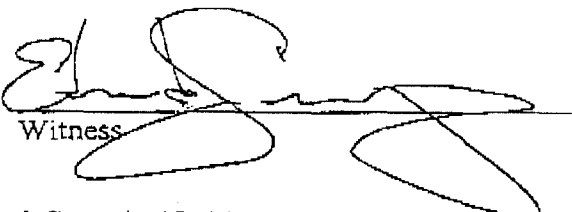
The Assets do not include any other business assets of Wing-Lynch, Inc., not specifically listed on Exhibit A, including without limitation, the cash, accounts, general intangibles, and accounts receivable due Wing-Lynch, Inc. for orders shipped on or before July 31, 2002.

The sale consummated by this secured party's bill of sale was made pursuant to the rights defined in that certain Security Agreement dated November 2, 1998 between Bank and Wing-Lynch, Inc.

This secured party's bill of sale is made without any representations or warranties whatsoever, whether express, implied or imposed by law; except that Bank is the holder of the Security Agreement and Promissory Note referenced therein. The secured party's bill of sale is further made WITHOUT ANY WARRANTY OF MERCHANTABILITY AND WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Purchaser acknowledges that it had made its own independent investigation and evaluation as to the Assets, has acquired the same AS IS and WHERE IS and was not at any time relying upon any representations or warranties of Bank or its agents, employees and attorneys in consummating this transaction. This Bill of Sale constitutes the entire agreement by and between Bank and Purchaser and merges all of the understandings of the parties hereto.

FLEET NATIONAL BANK

By:   
Angelo Paolini, Bank Officer  
Witness

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EXHIBIT A

- (i) Any and all equipment and tools;
- (ii) Any and all raw materials and inventory;
- (iii) Any and all trademarks, company logos, and website addresses;
- (iv) Any and all accounts receivables due for orders shipped from and after August 1, 2002;
- (v) Any and all customer and distributor information, pricing sheets, customer files and/or databases relating to the accounts receivable referenced above;
- (vi) Any and all product literature relating to the above-referenced items; and
- (vii) Any and all patents (awarded and/or pending) and technical data relating thereto.

C:\Filer National Bank\Wing-Lynch Documents\Exhibit A (20202).doc