

06-16-2003

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



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

102474041

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

1. Name of conveying party(ies): WRIGHT-BERNET, INC.

6-12-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/18/2002

2. Name and address of receiving party(ies)

Name: PHOENIX BRUSH, LLC

Internal Address:

Street Address: 3001 Symmes Road

City: Hamilton State: OH Zip: 45015

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Liability Company

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) 1,524,536; 2,290,840; 1,313,490

Additional number(s) attached Yes No

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

Name: Brie S. Rogers

Internal Address: Taft, Stettinius & Hollister Suite 1800

Street Address: 425 Walnut Street

City: Cincinnati State: OH Zip: 45202-3957

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0053

OFFICE OF PUBLIC RECORDS 2003 JUN 12 AM 6:20 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Brie S. Rogers Name of Person Signing

Brie S. Rogers Signature

6/4/03 Date

18

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

06/13/2003 ECOOPER 00000143 1324338

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

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Thomas H. Casey - Bar No. 138264
LAW OFFICE OF THOMAS H. CASEY, INC.
A PROFESSIONAL CORPORATION
22342 Avenida Empresa, Suite 255
Rancho Santa Margarita, CA 92688
Telephone: (949) 766-8787
Facsimile: (949) 766-9896

Attorney for Weneta M. A. Kosmala,
Chapter 7 Bankruptcy Trustee

FILED
NOV 18 2002
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

ENTERED
NOV 18
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: *[Signature]* DEPUTY

WRIGHT-BERNET, INC.,
Debtor

) Case No. SA 02-10355 JB
) Chapter 7

ORDER AUTHORIZING:

1) SALE OF SUBSTANTIALLY ALL ASSETS OF THE ESTATE FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. §§ 363(b)(1) AND (f) WITH DISPUTED LIENS TO ATTACH TO THE SALE PROCEEDS

Date: November 12, 2002
Time: 10:30 a.m.
Ctm: 6D

The Chapter 7 Trustee's Motion For Order Authorizing (1) Sale of Substantially All Assets of the Estate Free and Clear of Liens pursuant to 11 U.S.C. §§ 363(b)(1) and (f) with Disputed Liens to Attach to the Sale Proceeds; and (2) Overbid Procedures ("Motion") came on for hearing on November 12, 2002, the Honorable James N. Barr, United States Bankruptcy Judge presiding.

Thomas H. Casey of the Law Office of Thomas H. Casey, Inc. appeared on behalf of the Trustee. No other appearances were made.

The Court having considered the Trustee's Motion, after oral argument, no overbids having been presented and good cause having been shown, it is hereby

Scanned By: *[Signature]*

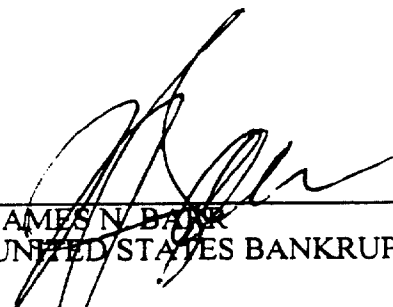
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ORDERED as follows:

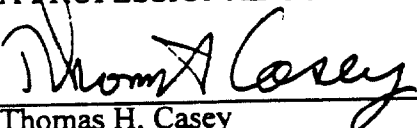
- 1. **IT IS HEREBY ORDERED** that the Trustee's Motion is granted;
- 2. **IT IS FURTHER ORDERED** that the Trustee is authorized to enter into the Purchase Agreement to sell substantially all assets of the estate to Phoenix Brush Company, LLC for the amount of \$300,000 pursuant to the Purchase Agreement and inventory list attached hereto as **Exhibit "1"** and incorporated herein by this reference;
- 3. **IT IS FURTHER ORDERED** that the proposed sale of the Assets is approved pursuant to 11 U.S.C. § 363(f) with disputed liens to attach to the sale proceeds in the same validity and priority as they existed prior to the filing of the bankruptcy petition;
- 4. **IT IS FURTHER ORDERED** that the sale proceeds shall be held in a segregated, interest bearing account and may not be disbursed absent further Court Order;
- 5. **IT IS FURTHER ORDERED** that the Trustee may pay the full amount of the undisputed McMaster-Carr lien; and
- 6. **IT IS FURTHER ORDERED** that the purchaser Phoenix Brush Company, LLC is a good faith purchaser pursuant to 11 U.S.C. Section 363(m).

DATED: ~~NOV 18 2002~~ 2002



 JAMES N. BAIR
 UNITED STATES BANKRUPTCY JUDGE

SUBMITTED BY:
 LAW OFFICE OF THOMAS H. CASEY, INC.
 A PROFESSIONAL CORPORATION



 Thomas H. Casey
 Attorney for Weneta M. A. Kosmala,
 Chapter 7 Trustee

1 **PURCHASE AGREEMENT**

2 This Purchase Agreement (the "Agreement") is made effective as of this ___ day of
3 September, 2002 by and between Weneta M.A. Kosmala, the Chapter 7 Trustee ("Trustee") of the
4 bankruptcy estate of In re Wright-Bernet, Inc. ("Debtor"), Case No. SA 02-10355 JB (hereinafter
5 called "Seller"), and Phoenix Brush Coompany, LLC ("Phoenix"), pursuant to the terms and
6 conditions as follows:

7 **RECITALS**

8 **WHEREAS**, on January 14, 2002, Wright-Bernet, Inc. (the "Debtor"), filed a voluntary
9 Chapter 7 bankruptcy petition in the Bankruptcy Court.

10 **WHEREAS**, the Trustee is the Chapter 7 trustee for the bankruptcy estate of In re Wright-
11 Bernet, Inc., which estate has property that includes intellectual property, personal property,
12 equipment, fixtures and inventory as described more fully herein (the "Assets").

13 **WHEREAS**, certain of the Assets are located at a manufacturing facility located at 3001
14 Symmes Road, Hamilton, Ohio (the "Symmes Facility"), which facility is in the possession and
15 control of WB of Ohio, Inc., debtor and debtor-in-possession in the Chapter 11 jointly-administered
16 bankruptcy case captioned *In re: World Kitchen, Inc., et al.*, case no. 02-B21257 ("WB
17 Bankruptcy"), pending in the United States Bankruptcy Court for the Northern District of Illinois
18 ("WB Bankruptcy Court"); and

19 **WHEREAS**, the Trustee and Phoenix are sometimes hereinafter referred to collectively as
20 the "Parties" and individually as a "Party."

21 **WHEREAS**, the Trustee desires to sell, and Phoenix desires to purchase the Assets subject
22 to the entry of an order from the Bankruptcy Court approving the sale in accordance with the
23 following terms, covenants and conditions ("Bankruptcy Court Approval").

24 **WHEREAS**, pursuant to 11 U.S.C. Section 363(f), Weneta M.A. Kosmala, Chapter 7
25 Trustee, will seek to obtain a Court Order authorizing the sale of the Assets free and clear of any
26 liens with disputed liens to attach to the sale proceeds.

27 **NOW, THEREFORE**, in consideration of the premises and the mutual agreements
28 contained herein, and for good and valuable consideration, the receipt and sufficiency of which are

EXHIBIT 1 PAGE 3

1 hereby mutually acknowledged, the Parties, intending to be legally bound, agree as follows:

2 1. Court Approval: Seller agrees to proceed in good faith to obtain Court approval for
3 the sale of the Assets herein, within a reasonable time period after said offer. Subject to Bankruptcy
4 Court Approval and the approval of the WB Bankruptcy Court of a motion to lease the Symmes
5 Facility to Phoenix which is pending and the terms and conditions of this Agreement, the Trustee
6 shall sell, convey, assign, transfer and deliver to Phoenix, free and clear of all liens, claims and
7 encumbrances, all of the Trustee's right, title and interest in and to the Assets, which include: (a) all
8 machinery, equipment, fixtures and inventory located at any of the Debtor's former places of
9 business including 3001 Symmes Road, Hamilton, Ohio, St. Nick Brush Co., Burton, Ohio, Specialty
10 Filaments, Inc., 200 Brickstone Square, Andover, Massachusetts, and Zenith Labor Net, 1569 Stone
11 Ridge Drive, Stone Mountain, Georgia (collectively, the "Sale Locations"), which includes but is
12 not limited to, the equipment set forth on Exhibit I attached hereto; and (b) the trademark WRIGHT
13 BERNET, registered with the United States Patent and Trademark Office as registration number
14 2290840, the trademark DURA-BLOCK, registered with the United States Patent and Trademark
15 Office as registration number 1524536, the trademark SNOW PATROL, registered with the United
16 States Patent and Trademark Office as registration number 1313490, and any and all other
17 copyrights, patents, mask works, trade secrets, know how, show how, trade marks and indicia of
18 origin used by the Debtor at any time along with all of the Debtor's confidential information,
19 customer lists and information and trade secrets (collectively the "Intellectual Property").

20 2. Purchase Price. The purchase price to be paid by Phoenix for the Assets is three
21 hundred thousand dollars (\$300,000.00) (the "Purchase Price"). The Buyer has made a \$30,000 non-
22 refundable deposit with the Trustee. Deposit is refundable only if the Bankruptcy Court accepts an
23 overbid. The remaining \$270,000 shall be paid to the Trustee within thirty (30) days of the date of
24 the entry of the Bankruptcy Court order approving this Purchase Agreement.

25 3. Buyer's Conditions to Closing. Buyer shall not be obligated to close the sale
26 contemplated herein unless a) the WB Bankruptcy Court approves the lease of the Symmes Facility
27 to Phoenix pursuant to a proposed lease agreement approved by Phoenix, b) on the date of Closing,
28 Buyer shall have reasonable access to all locations where the Assets are located and c) on the date

EXHIBIT 1 PAGE 4

1 of Closing, the Assets, including the Assets listed on Exhibit 1, are still present at the Sale Locations.
2 Buyer acknowledges it has verified the Assets listed in Exhibit 1 are on site. The Trustee is not
3 required to deliver possession of the assets located at St. Nick Brush(a Carlson Street Broom
4 Machine) and at Zenith Labor Net (Display Booth) but is required to utilize her best efforts to deliver
5 possession.

6 4. General Provisions.

7 a. Further Assurances. Each Party hereto agrees to do such acts and things and
8 to make, execute and deliver such written instruments, as shall from time to time be reasonably
9 required to carry out the terms and provisions of this Agreement.

10 b. Successors and Assigns: No Third Party Beneficiaries. This Agreement shall
11 be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns.
12 This Agreement is not intended to, nor shall it confer on any person other than the Parties hereto any
13 right, benefit, remedy or obligation.

14 c. Entire Agreement: Amendment. This Agreement constitutes the entire
15 Agreement and understanding between the Parties with respect to the subject matter contained herein
16 and supercedes all prior and current understandings and agreements, whether written or oral. This
17 Agreement may be modified or amended only by a written instrument executed by the Parties hereto.

18 d. Counterparts. This Agreement may be executed in any number of
19 counterparts that together shall constitute one and the same instrument.

20 e. Expenses. Each of the Parties hereto will pay the fees and expenses of its
21 agents, representatives, accountants and legal counsel incurred in connection with this Agreement
22 and the transactions contemplated thereby.

23 f. Notices. Any notice, demand or other communication required or allowed
24 hereunder shall be deemed to be given when received in writing.

25 g. Invalid Provision. The invalidity or unenforceability of any particular
26 provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall
27 be construed in all respects as if such invalid or unenforceable provision was omitted.

28 5. Limitation of Sale: The Parties acknowledge that the operation of the law has placed

EXHIBIT 1 PAGE 5

1 the Bankruptcy Trustee in a unique role as the Seller of the Assets pursuant to Section 363 of title
2 11 of the United States Code (the "Bankruptcy Code") which is the subject of this Agreement. Due
3 to the nature of the Trustee's role in administering the bankruptcy estate, there are limitations under
4 which the Trustee can convey the Assets. The Trustee proposes to sell these Assets to the fullest
5 extent authorized by Section 363 of the Bankruptcy Code and the orders of the Bankruptcy Court,
6 subject to certain limitations. The Parties hereby acknowledge that they understand the terms under
7 which these Asset are to be conveyed may vary substantially from the normal customs and trade
8 within the industry. Except where expressly mandated by operation of law, the Buyer consents to
9 any such modifications and amendments.

10 6. Purchase without Warranties: Buyer acknowledge that they are purchasing the Assets
11 from the Seller "AS IS" without warranties of any kind, expressed or implied, being given by the
12 Seller, concerning the condition of the Assets, or any other matters relating to the Assets. Buyer
13 represents and warrants that they are purchasing the Assets as a result of their own investigations and
14 are not buying the Assets pursuant to any representation made by any Broker, Agent, Accountant,
15 Attorney or Employee acting at the direction, or on the behalf of the Seller. Buyer acknowledges that
16 Buyer has inspected the Assets, and upon the Closing governed by this Agreement, the Buyer forever
17 waives, for itself, its heirs, successors and assign, any and all claims against the Debtor, its
18 attorneys, agents and employees, the bankruptcy estate of In re Wright-Bernet, Inc., Case Number
19 SA 02-10355 JB, Weneta M.A. Kosmala as Bankruptcy Trustee and individually, and her Attorneys,
20 Agents and Employees, arising or which might otherwise arise in the future concerning the Assets.

21 7. Trustee's Liability: Buyer acknowledges that the Trustee is acting in her official
22 capacity only. No personal liability shall be sought or enforced against the Trustee with regard to
23 this Agreement, the Assets, the sale of the Assets, or the physical condition of the Assets. Prior to
24 and after the closing of Escrow, the United States Bankruptcy Court shall have and retain the sole
25 and exclusive jurisdiction over the Assets of this transaction and Agreement; and all disputes arising
26 before and after closing shall be resolved in said Court.

27 8. Attorneys' Fees and Costs. All Parties hereto shall bear their own attorneys' fees,
28 expenses, and costs incurred in connection with the disputes between the Parties hereto and in the

1 preparation of this Purchase Agreement. In the event of any action or proceeding brought by either
2 party against the other under this Purchase Agreement, the prevailing party shall be entitled to
3 recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any,
4 in such amount as the court may adjudge reasonable as attorneys' fees.

5 9. Bankruptcy Court Approval. The sale of the Assets are conditioned upon approval
6 by the United States Bankruptcy Court of the terms and conditions contained herein, after notice to
7 and an opportunity to be heard by all parties in interest entitled to such notice under the Bankruptcy
8 Code. The Agreement is null and void if Court approval is not obtained.

9 10. Overbid Procedures. The sale of the Assets is subject to overbid upon the following
10 terms and conditions, subject to Bankruptcy Court approval:

11 a. Only Qualified Bidders may submit an overbid. A "Qualified Bidder" is one
12 who provides a financial statement and such business and banking references as are required in
13 Trustee's reasonable discretion sufficient to assure Trustee of the bidder's ability (based on
14 availability of financing, experience or other conditions) to consummate the purchase of the Assets.
15 AND one who can consummate the purchase of the Assets on the same terms and conditions, other
16 than price, as those proposed in the Purchase Agreement.

17 b. Each bid must be received by the Trustee and Trustee's counsel no later than
18 three (3) business days prior to the hearing on this Motion.

19 c. Each bid must exceed the last bid by a minimum increment of Thirty
20 Thousand U.S. dollars (\$30,000.00). For instance, the first bid must be at least Three Hundred and
21 Thirty Thousand U.S. dollars (\$330,000).

22 d. Each bid must be all cash, non-contingent, and on the same terms and
23 conditions, other than price, as those proposed in the Purchase Agreement.

24 e. Each bidder must make an "earnest money" deposit of at least Thirty
25 Thousand U.S. Dollars (\$30,000.00) PLUS the amount of the Thirty Thousand Dollars (\$30,000.00)
26 overbid for a total of Sixty Thousand Dollars (\$60,000). The funds must be received by Trustee by
27 no later than three (3) business days prior to the hearing on this Motion. The funds must be in cash,
28 cashier's check, certified check or irrevocable letter of credit, and must be deposited with the Trustee

1 so that the Trustee will have access to said funds no later than three (3) business days prior to the
2 hearing on this Motion.

3 f. In the event Phoenix is overbid the Trustee will pay Phoenix the amount of
4 \$20,000 upon receipt by the Trustee of the full purchase price from the overbidder.

5 11. Governing Law. This Purchase Agreement is made pursuant to, and shall be
6 governed by and construed in accordance with the laws of the State of California.

7 12. Jurisdiction of the Bankruptcy Court. Should any dispute arise regarding this
8 Stipulation, the United States Bankruptcy Court for the Central District of California, Santa Ana
9 Division shall have exclusive jurisdiction to determine the same.

10 13. Trustee Capacity. The Trustee is signing this Purchase Agreement in her capacity
11 solely as the Chapter 7 Trustee of the bankruptcy estate of Wright-Bernet, Inc., Case No. SA 02-
12 10355 JB. Nothing contained herein shall in any way impute liability to Weneta M.A. Kosmala,
13 personally or anyone acting on her behalf including, but not limited to his counsel, the Law Office
14 of Thomas H. Casey, Inc.

15 14. Headings. Headings in this Purchase Agreement are for convenience or reference
16 only and shall not limit or otherwise affect the meaning hereof.

17 PHOENIX BRUSH COMPANY, LLC

18
19 Date: September 4, 2002

By 
Its president.

20 I, Seller agree to sell the Assets pursuant to the terms and conditions set forth herein.
21

22 Date: September __, 2002

23 _____
24 Weneta M.A. Kosmala
25 in her sole capacity as Bankruptcy Trustee for the estate of
26 In re Wright-Bernet, Inc. and not in her individual capacity
27
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EXHIBIT 1

PAGE 8

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2 hearing on this Motion.

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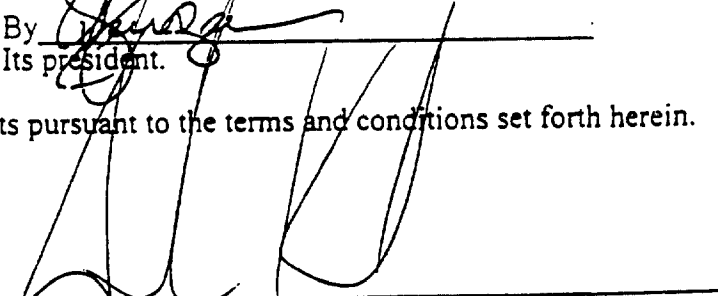
17 PHOENIX BRUSH COMPANY, LLC

18
19 Date: September 11, 2002

By 
Its president.

20 I, Seller agree to sell the Assets pursuant to the terms and conditions set forth herein.

21
22 Date: September __, 2002


23 Weneta M.A. Kosmala
24 in her sole capacity as Bankruptcy Trustee for the estate of
25 In re Wright-Bernet, Inc. and not in her individual capacity
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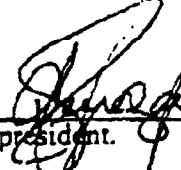
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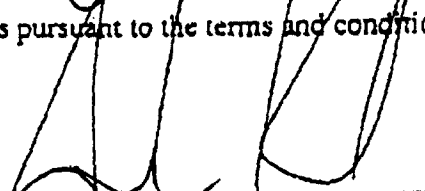
PHOENIX BRUSH COMPANY, LLC

17
18
19 Date: September 11, 2002

By 
Its president.

20 I, Seller agree to sell the Assets pursuant to the terms and conditions set forth herein.

21
22 Date: September 23, 2002


Weneta M.A. Kosmala
in her sole capacity as Bankruptcy Trustee for the estate of
In re Wright-Bernet, Inc. and not in her individual capacity

No.	Description	Value
30139	Carlson Model O Brush Trimmer; s/n 193	\$300.00
30155	Evans Model EMMA-D4 Six Station Wire Brush Machine; s/n 259	\$1,500.00
30150	Evans Model EMMA-D4 Six Station Wire Brush Machine; s/n 204	\$1,500.00
30153	Evans Model EMMA-D4 Six Station Wire Brush Machine; s/n 268	\$1,500.00
30165	Boucherie Model # 57 TM-2R CNC Brush Block Drilling and Insertion Machine; s/n 1184, w/ Boucherie N.V. Four Axis Model PSS250 CNC Control, Outfeed Conveyor	\$16,000.00
30166	Boucherie Model # 56 TM-2T Cam Type Brush Block Drilling and Insertion Machine; s/n 1185, w/ (2) Avery Pressure Sensitive Label Applicators, New 1988	\$10,000.00
30161	24" Boucherie Model # 51 TM-2T 24" CNC Brush Block Drilling and Insertion Machine; s/n 1160, w/ Boucherie NV Four Axis CNC Control, Model PSS250, New 1985	\$20,000.00
30162	24" Boucherie Model # 52 TM-2T 24" CNC Brush Block Drilling and Insertion Machine; s/n 1161, w/ Boucherie Model NV Four Axis Model PSS250 CNC Control, Portable Dust Collector, (2) Avery Pressure Sensitive Labeling Head, New 1986	\$20,000.00
30167	Boucherie #53 Model TM-2T CNC Brush Block Drilling and Insertion Machine; s/n 1157, w/ Boucherie Model NV Four Axis Model PSS250 CNC Controls, New 1986	\$20,000.00
30164	Boucherie Model # 54 TM-2R CNC Brush Block Drilling and Insertion Machine; s/n 1155, Boucherie Model NV Four Axis Model PSS250 CNC Controls, w/ Dust Collector, (2) Avery Pressure Sensitive Labeling Heads, New 1985	\$16,000.00
30163	Boucherie Model # 55 TM-2R CNC Brush Block Drilling and Insertion Machine; s/n 1156, Boucherie Model NV Four Axis PSS250 CNC Controls, New 1985	\$16,000.00
30195	Borghi Model A2P/CNC-24 Brevettato CNC Brush Block Drilling and Insertion Machine; s/n 475/96, w/ Europe Automation CNC Control and Dust Collector w/ Borghi Model RS2/SCL/36; s/n 165/96, Brush Trimming Machine w/ Dust Collector, New 1996, w/ Additional Table and Model RSC/GB; s/n 186/96 Brush Trimmer	\$70,000.00
30192	Borghi Model A2P/CNC-24 Brevettato CNC Brush Block Drilling and Insertion Machine; s/n 394, Europe Automation CNC Controls w/ Borghi Model RS2/SCL36 Brush Trimming Machine; s/n 143/94, New 1994	\$50,000.00

EXHIBIT 1 PAGE 11

30156	Esto/Steinbrunner Model NA Brush Trimmer; s/n 1355/70	\$500.00
30154	Esto Steinbrunner Model NA Brush Trimmer; s/n n/a	\$500.00
30142	Roof Brush Picker/Plug Driver Machine w/ Plug Nailer	\$1,000.00
30137	Carlson Model 11 Brush Drilling and Insertion Machine; s/n 233	\$500.00
30138	Carlson Model O Brush Trimmer; s/n 140	\$300.00
30159	1 HP Bridgeport 8-Speed Dovetail Ram Vertical Milling Machine; s/n 69621	\$1,250.00
30140	12" x 36" South Bend Core Drive Toolroom Lathe; s/n 3659TKL10 w/ 3-Jaw Chuck and Collets	\$500.00
30127	Zebra Model 140-XI Bar Code Label Printer; s/n 850146 w/ Compaq Computer	\$250.00
30191	Zebra Model 140-XI Bar Code Label Printer, s/n 888554 w/ NEC Computer, not working	\$0.00
30365	AT&T Partner Telephone System w/ 206 Module R3.0 (6), 206 Module R3.1 (2), 206E Module R3.1 (2), Partner Mail Unit, 3612 Main Sheet New Bridge, (28) Desk Top Telephone Unit Model MLS-12D	\$1,500.00
30129	Piqua Model 40" x 54" Hydraulic Paper Baler	\$1,500.00
30251	60" Liberty Industries Series 500 Pallet Stretch Wrap Machine	\$2,500.00
30171	3,500 Lb. Crown Model 35RRTL Electric Reach Stacker; s/n W-32076, 170" Lifting Height, w/ Auto 1000 Changer	\$3,000.00
30144	250 Lb. Toledo Dial Scale	\$150.00
30105	3,000 Lb. Mitsubishi Model FGC15 Solid Tire Propane Fork Lift Truck; s/n F8152070, 3100 Hrs.	\$2,500.00
30104	3,000 Lb. Mitsubishi Model FGC15 Solid Tire Propane Fork Lift; s/n AF81A-51669	\$2,500.00
	16.5 Ton x 1.5 Oz. Boy Model 15S Hydraulic Clamp Plate Injection Molding Machine; s/n 13145, New 1980	\$1,000.00
	Borghi Model AB/4 Brevettato Wire Twist Brush Machine; s/n 090/94, Sidoc Minicompax Controller, New 1980	\$10,000.00
	65" Lantech Model Q300 Stretch Wrapper; s/n QM009040	\$3,500.00

EXHIBIT 1 PAGE 12

60" Liberty Model Series 500 Stretch Wrapper; s/n n/a	\$2,000.00
14 X 35 Takesaiwa Maxturn Lathe; s/n BJA800019H, 3 & 4 Jaw Chucks, Steady Rests	\$1,500.00
2 HP Bridgeport Series I Variable Speed Vertical Mill; s/n 227011, 9 X 48 Table, w/ Collets, Vise, and Tooling	\$2,500.00
18" Grob Model NS18 Vertical Bandsaw; s/n 2073	\$750.00
Lot of Office Furniture Including: (10) Steelcase Modules Office Units, (3) Steelcase Wood Office Group, 15' Mahogany Conference Table w/ (12) Chairs, (8) Sled Base Chairs, (6) High Back Chairs, (3) Medium Back Chairs, (5) Side Chairs, (12) 3-Drawer Lateral Files, (2) 48" Round Tables	\$6,000.00
Lot of Aluminum and Steel Low and High Injection Molds, Metal Stamping Dies, and Related Tooling	\$1,500.00
Xerox 220 DC Copier	\$1,000.00
	\$291,000.00

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Rancho Santa Margarita, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 22342 Avenida Empresa, Suite 255, Rancho Santa Margarita, California 92688.

On November 14, 2002, I served the documents named below on the parties in this action as follows:

DOCUMENT(S) SERVED:

ORDER AUTHORIZING:

1) SALE OF SUBSTANTIALLY ALL ASSETS OF THE ESTATE FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. §§ 363(b)(1) AND (f) WITH DISPUTED LIENS TO ATTACH TO THE SALE PROCEEDS; AND (2) OVERBID PROCEDURES

SERVED UPON:

SEE ATTACHED SERVICE LIST

- [X] (BY MAIL) I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Rancho Santa Margarita, California. I am readily familiar with the practice of the Law Office of Thomas H. Casey, Inc. for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.
- [] (BY FACSIMILE) The above-referenced document was transmitted by facsimile transmission and the transmission was reported as completed and without error. Pursuant to C.R.C. 2009(i), I either caused, or had someone cause, the transmitting machine to properly transmit the attached documents to the facsimile numbers shown on the service list.
- [] (BY FEDERAL EXPRESS) I am readily familiar with the practice of the Law Office of Thomas H. Casey, Inc. for collection and processing of documents for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- [] (BY PERSONAL SERVICE) I delivered to an authorized courier or driver authorized by O.C. Corporate Courier to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed forthwith.
- [] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- [X] (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made.

Executed on November 14, 2002, at Rancho Santa Margarita, California.



Mona M. Renteria

TRADEMARK

REEL: 002754 FRAME: 0827

PROOF OF SERVICE LIST

Interested Party

Office of the United States Trustee
411 West Fourth Street, Suite 9041
Santa Ana, CA 92701

Trustee

Weneta M.A. Kosmala
Bankruptcy Trustee
P.O. Box 16279
Irvine, CA 92623-9998

Debtor

Wright-Bernet, Inc.
24562 Los Serranos
Laguna Niguel, CA 92677

Attorneys for Debtor

R. Gibson Pagter, Jr.
Pagter and Miller
1551 N. Tustin Avenue, Suite 850
Santa Ana, CA 92705

Secured Creditor

Internal Revenue Service
Attn: Kirk Johnson
P.O. Box 30216
Laguna Niguel, CA 92607-0216

Lienholder

Bay View Funding
P.O. Box 10056
Palo Alto, CA 94303

Lienholder

Crown Credit Company
44 S. Washington Street
New Bremen, OH 45869

Lienholder

Industrial Packaging Supply Inc.
P.O. Box 217
Worcester, MA 01613

Lienholder

McMaster-Carr Supply Co.
c/o Law Offices of Charles B. Carey
24012 Calle De La Plata, Suite 230
Laguna Hills, CA 92653

Attorney for Westmark Trade Services, Inc.

Rebecca Callahan, Esq.
Law Office of Rebecca Callahan
2010 Main Street, Ste 800
Irvine, CA 92614

Name (SHORT TITLE) WRIGHT-BERNET, INC Debtor.	CHAPTER 7 CASE NUMBER: SA 02-10355 JB
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**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(a)(v), that a judgment* or order entitled (specify):

ORDER AUTHORIZING:

1) SALE OF SUBSTANTIALLY ALL ASSETS OF THE ESTATE FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. §§ 363(b)(1) AND (f) WITH DISPUTED LIENS TO ATTACH TO THE SALE PROCEEDS; AND

(2) OVERBID PROCEDURES

NOV 18 2002

was entered on (specify date): _____

I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (specify date):

11/18/02

Dated: _____

**JON D. CERETTO
CLERK OF THE BANKRUPTCY COURT**

By: *Clara Ceretta*
Deputy Clerk

SERVICE LIST

Attorney for Trustee

Thomas H. Casey, Esq.
Law Office of Thomas H. Casey, Inc.
22342 Avenida Empresa, Suite 255
Rancho Santa Margarita, CA 92688

Attorney for Westmark Trade Services, Inc.

Rebecca Callahan, Esq.
Law Office of Rebecca Callahan
2010 Main Street, Ste 800
Irvine, CA 92614

Office of the United States Trustee
411 West Fourth Street, Suite 9041
Santa Ana, CA 92701

Trustee

Weneta M.A. Kosmala
Bankruptcy Trustee
P.O. Box 16279
Irvine, CA 92623-9998

Debtor

Wright-Bernet, Inc.
24562 Los Serranos
Laguna Niguel, CA 92677

Attorneys for Debtor

R. Gibson Pagter, Jr.
Pagter and Miller
1551 N. Tustin Avenue, Suite 850
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Secured Creditor

Internal Revenue Service
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P.O. Box 30216
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P.O. Box 10056
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TRADEMARK