

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Burgoyne, Inc.

- 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 _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Int'l Printing & Envelope Co., Inc.

Internal

Address: _____

Street Address: 1 Conrad Court, P.O.Box 789

City: Blairstown State: NJ Zip: 07825

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New Jersey
- 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) 1,281,562

Additional number(s) attached Yes No

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

Name: IP Docket Administrator

Internal Address: Gibbons, Del Deo

Street Address: One Riverfront Plaza

City: Newark State: NJ Zip: 07102

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

8. Deposit account number:

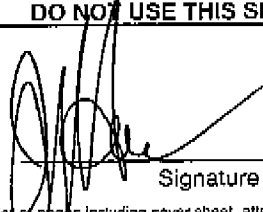
03-3839

DO NOT USE THIS SPACE

9. Signature.

Ira J. Hammer

Name of Person Signing



Signature

Feb. 24, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

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

BILL OF SALE

This BILL OF SALE is entered into as of the 13th day of August, 2002 by and between BURGOYNE, INC., a Pennsylvania corporation having an address at 2030 East Byberry Road, Philadelphia, Pennsylvania 19116 ("Seller") and INTERNATIONAL PRINTING & ENVELOPE CO., INC., a New Jersey corporation having an address at 1 Conrad Court, P.O. Box 789, Blirstown, NJ 07825 ("Buyer").

RECITALS

WHEREAS, on November 9, 2001, three creditors of Seller filed an involuntary bankruptcy petition against Seller under chapter 7 of the Bankruptcy Code, and on December 4, 2001, Seller converted the chapter 7 case to a case under chapter 11, bankruptcy number 01-35687 (DWS).

WHEREAS, Seller was, until it discontinued operations, in the business of manufacturing greeting cards and gift tags (the "Business") and Seller entered into discussions with Buyer for the purchase by Buyer of the assets of Seller.

WHEREAS, Seller and Buyer entered into an Asset Purchase Agreement dated March 20, 2002, pursuant to which Buyer agreed to purchase from Seller and Seller agreed to sell to Buyer the assets of Seller relating to the Business (the "Agreement").

WHEREAS, the United States Bankruptcy Court for the Eastern District of Pennsylvania (the "Bankruptcy Court") approved the Agreement under the Seller's and Buyer's Second Amended Plan of Reorganization (the "Plan") pursuant to a Confirmation Order dated July 31, 2002 and entered on the docket on August 2, 2002 (the "Confirmation Order").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale.**

a. For and in consideration of the funds from the Cash Collateral Accounts paid to various of Seller's Creditors pursuant to the Plan, Seller hereby grants, bargains, sells, conveys, assigns, releases, transfers and delivers to Buyer all of Seller's right, title and interest in and to the following assets (collectively, the "Assets") in accordance with the provisions of the Agreement and the Confirmation Order, free and clear of all liens, encumbrances and interests of any kind or nature whatsoever:

- (1) All assets, other than Excluded Assets as defined herein, personal property, equipment, furniture, fixtures, inventory, goods, materials and supplies, contracts, contract rights, tangibles and

intangibles, of any nature whatsoever, wherever located, owned or used by Seller in connection with the Business;

- (2) All of Seller's rights to manufacture greeting cards and gift tags under the name "Burgoyne" and the goodwill associated therewith;
- (3) All of Seller's rights in the trademarks, trade names, service marks, copyrights, logos, symbols, designs, drawings, dies, photos, illustrative material, and other intellectual property and proprietary rights now or previously used in connection with the Business, including without limitation the name "Burgoyne," together with the goodwill associated with the Business;
- (4) All of Seller's past and current customer lists, vendor and supplier lists, all materials used for development of any such lists, brochures, catalogues and promotional and marketing materials;
- (5) All fixed assets owned by Seller relating to Seller's Business including equipment, furniture, fixtures, machinery, computers, software, programs and source disks, program documentation tapes, manuals, forms, guides and other materials with respect thereto;
- (6) All inventory, goods, materials, supplies, finished products, work-in-process and other saleable items;
- (7) All contracts, commitments, arrangements and other agreements relating to the Business;
- (8) To the extent the same are transferable, all federal, state or local governmental or regulatory permits or licenses which are owned or have been received by Seller in connection with the Business; and
- (9) All goodwill of Seller and all other rights, personal property and assets not otherwise described in the Agreement of any character whatsoever, wherever located, related in any way to the Business, other than Excluded Assets, as hereinafter defined.

b. For purposes of this Bill of Sale, Excluded Assets shall mean (i) any real property, or interest therein, of Seller, cash or cash equivalents, bank deposits or accounts, investment accounts, stocks, bonds, debentures, notes or other securities owned by Seller, accounts receivable or the proceeds thereof, Seller's books and financial records, corporate minute books of Seller, records of corporate proceedings, stock ledger, stock certificates issued by Seller to its shareholders, Seller's income tax returns, records and receipts, tax refunds, or any contracts of insurance, prepaid insurance premiums or any proceeds received with respect thereto, (ii) all causes of action of Seller and (iii) all of Seller's purchase orders, purchase

agreements, bills of lading, shipping documents, packing lists, inventory records, warehouse agreements, records and receipts, and all other books, records, files and data relating to operation of Seller's Business, and all proceeds, and rights of Seller thereunder.

c. Buyer acknowledges and agrees that it is purchasing the Assets "as is" and "where is" and that Seller makes no representation or warranty as to the quality or condition of the Assets or their fitness for a particular purpose.

2. **Governing Law.** This Bill of Sale shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

3. **Severability.** If any provision of this Bill of Sale is held invalid or unenforceable by any court of competent jurisdiction, it is the intent of the parties that all other provisions of this Bill of Sale be construed to remain fully valid, enforceable, and binding on the parties.

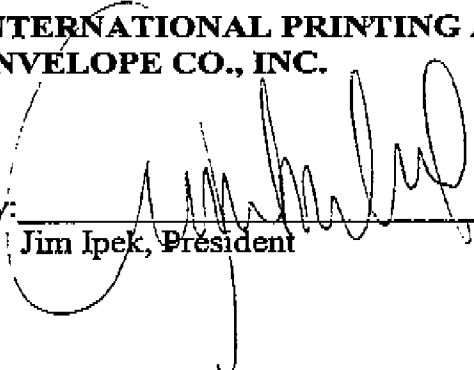
4. **Definitions.** Terms used herein but not defined herein shall have the same meaning as defined in the Plan.

IN WITNESS WHEREOF, intending to be legally bound, Buyer and Seller have caused this Bill of Sale to be executed by their duly authorized officers and delivered by each to the other on the day and year first above written.

BURGOYNE, INC.

By: _____
Mary Louise Burgoyne, President

INTERNATIONAL PRINTING AND ENVELOPE CO., INC.

By:  _____
Jim Ipek, President

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ENVELOPE CO., INC.**

By: _____
Jim Ipek, President