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03-31-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

3/28/05

RECORD
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To the Director of the U. S. Patent and Trademark

102970779

the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

MT SUPPLY, INC.

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

Citizenship (see guidelines)

Execution Date(s) AUGUST 9, 1999

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AUTOCRIB, INC.
 Internal Address: SUITE K-2
 Street Address: 3505 CADILLAC AVE.
 City: COSTA MESA
 State: CA
 Country: US Zip: 92626

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2194433

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AUTO CRIB 5/9/97

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

Name: JACK C. MUNRO
 Internal Address: SUITE 225
 Street Address: 28720 ROADSIDE DR.
 City: AGOURA HILLS
 State: CA Zip: 91301
 Phone Number: 818-991-1687
 Fax Number: 818-889-0116
 Email Address: jcmunro@pacbell.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

50

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____
 b. Deposit Account Number 13-4899
 Authorized User Name JACK C. MUNRO

9. Signature:

Signature
 JACK C. MUNRO
 Name of Person Signing

3/21/05
Date

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE. ADDRESSEE TO: COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON D.C. 20231, ON 3/21/05 DATE: 3/16/05 BY: JACK C. MUNRO

03/30/2005 ECDDP 0000016 124899 2194433

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BILL OF SALE

Seller, MT Supply, Inc. a California corporation, with its principal offices at 3505 Cadillac Avenue, Suite K-2, Costa Mesa, CA 92626, in consideration of Ten and No/100's Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, set over and transfer to Buyer, Autocrib, Inc., a California corporation, with its principal offices at 3505 Cadillac Avenue, Suite K-2, Costa Mesa, CA 92626, the following described personal property, to wit:

- a) The business of Seller related only to the manufacturing and sales of Autocrib vending systems, the goodwill pertaining thereto all Seller's right, title, and interest in and to the name "Autocrib" and all other related names and telephone numbers used by Seller as well as all logos relating thereto;
- b) All items of inventory owned by Seller related only to the manufacture of Autocrib vending systems, including, without limitation, all raw materials, work-in-progress and finished goods of Seller;
- c) All equipment, fixtures and non-inventory supplies of Seller related only to the manufacture and sales of Autocrib vending systems, including containers, packaging and shipping materials, tools and spare parts and other similar tangible personal property owned by Seller;
- d) All of Seller's right, title and interest in and to the United States and foreign rights, as defined herein, of Seller currently owned or used by Seller (and the rights proposed to be used) in the conduct of the business of Seller related only to the manufacture and sales of Autocrib vending systems, with respect to copyrights, licenses, trademarks, trademark rights, service marks rights, and trade secrets, shop rights, know-how, technical information, techniques, discoveries, designs, proprietary rights and other Intellectual Property and Confidential Information and registrations, reissues and extensions thereof and applications and licenses therefor;
- e) All books and records of Seller related only to the manufacture and sales of Autocrib vending systems, including customer and supplier lists, trade correspondence, production and purchase records, promotional literature, data storage tapes and computer disks, computer software, order forms, accounts payable records (including invoices, correspondence and all related documents).

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

IT WITNESS WHEREOF, Seller has signed this Bill of Sale at Costa Mesa,
CA this 9 day of August, 1999.

MT Supply, Inc.

By:


Authorized Officer