

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MORWEAR MANUFACTURING, INC.		02/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Diversified Coatings, Inc.		
<b>Street Address:</b>	621 Lamar Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90031		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1975773	MORWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-760-0404		
<b>Email:</b>	efiling@kmob.com		
<b>Correspondent Name:</b>	Danielle Klausner		
<b>Address Line 1:</b>	2040 Main Street, Fourteenth floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	DIVCO.045T		
<b>NAME OF SUBMITTER:</b>	Danielle Klausner		
<b>Signature:</b>	/Danielle Klausner/		
<b>Date:</b>	05/09/2006		

CH \$40.00 1975773

**Total Attachments: 3**

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**BILL OF SALE**

**AND**

**ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS**

**THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS** (the "**Bill of Sale**") is made and entered into as of this 1st day of February, 2006, by and between Diversified Coatings, Inc., a Delaware corporation (the "**Purchaser**"), and David K. Gottlieb, in his sole and limited capacity as the duly appointed, qualified and acting Chapter 7 Trustee (the "**Seller**") of the estate of the debtor Morwear Manufacturing, Inc., a Delaware corporation ("**Morwear**").

**BACKGROUND**

Pursuant to the Asset Purchase Agreement, dated as of November 30, 2005, by and between Purchaser and Seller (the "**Purchase Agreement**"), Seller has agreed to sell, transfer and assign to Purchaser, and Purchaser has agreed to purchase from Seller, substantially all of the assets of Morwear (the "**Business**"). The parties desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this Bill of Sale evidencing the vesting in Purchaser of the Purchased Assets.

**AGREEMENT**

In consideration of the premises and the consideration provided in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Purchase Agreement.
2. **Asset Transfer; Excluded Assets.** Seller hereby sells, transfers, conveys and assigns to Purchaser (as designee in accordance with the Agreement) all right, title and interest of Seller in and to all of the Purchased Assets, free and clear of all liens, pledges, charges, claims, actions, suits, proceedings, security interests or other encumbrances of any type). Notwithstanding anything herein to the contrary, Seller is not selling to Purchaser, and the assets transferred hereunder shall not include, any of the Excluded Assets.
3. **Relation to Purchase Agreement.** This Bill of Sale is executed and delivered pursuant to the Purchase Agreement, subject to the covenants, agreements, representations, warranties and other provisions thereof. No provision set forth in this Bill of Sale shall be deemed to alter, change or amend the terms or provisions of the Purchase Agreement.
4. **Assumption of Obligations.** Purchaser, hereby assumes and agrees to pay, discharge and perform in accordance with their respective terms the following liabilities of Seller and of the Debtor (and only those liabilities): (a) all liabilities and obligations of Seller for transfer, sales, personal property, business license fees, use and other non-income taxes arising in

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**TRADEMARK**  
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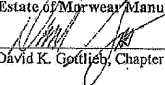
in connection with the consumpion of the transaction contemplated by the Agreement, (b) all cure amounts that are required to be paid by Seller pursuant to Section 365(b)(5) of the Bankruptcy Code, (c) all liabilities and obligations arising from and after the date of this Bill of Sale under any Executory Contracts within the Purchased Assets, and (d) all liabilities and obligations of or relating to the Liens in favor of Smiland Paint Company securing that certain Asset Purchase Agreement by and among Morwear and Smiland Paint Company, dated as of October 21, 2004, provided, however, that the Assumed Liabilities shall not include any liability or obligation of Seller under the Agreement.

5. Excluded Liabilities. Notwithstanding anything contained in the Agreement or this Bill of Sale to the contrary, the lease of the warehouse located at 3810 Drane Field Road, Units No. 1 and 2, Lakeland, FL 33811 shall not be transferred or assigned hereby and neither such lease nor any right, title or interest therein shall be included within the Purchased Assets and any liabilities and obligations arising thereunder shall be excluded from the Assumed Liabilities. Notwithstanding the assumption set forth in Section 4, Purchaser shall not assume and shall not liable or responsible for any of the Excluded Liabilities.

6. General Provisions. This Assignment and Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its conflicts of laws rules. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The parties have caused this Bill of Sale to be executed by their duly authorized representatives as of the day and year first above written.

DAVID K. GOTTLIEB, in his Sole and Limited Capacity as Chapter 7 Trustee for the Estate of Morwear Manufacturing, Inc.

By:   
David K. Gottlieb, Chapter 7 Trustee

DIVERSIFIED COATINGS, INC., a Delaware corporation

By: \_\_\_\_\_  
Dieter Raabe  
President

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By: \_\_\_\_\_  
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DIVERSIFIED COATINGS, INC., a Delaware corporation

By:  \_\_\_\_\_  
Dieter Raabe, President