

04/07/00

05-01-2000



SHEET

101340070

To the Honorable commissioner of Patents and Trademarks: please record the attached original of the Assignment.

- 1. Name, address of Conveying Party:
- 2. Name, address of Receiving Party:

Finova Mezzanine Capital, Inc.
 Suite 200
 500 Church Street
 Nashville, Tennessee 37219

James Burn International, Inc.
 205 Cottage Street
 Poughkeepsie, New York 12602

- 3. Nature of Conveyance: Assignment Executed January 25, 2000.
- 4. United States Patent No. D376,607, Dated December 17, 1996; Attorney Docket No. 1386-503, Patent Title -- Spiral Binder.
- 5. Name and address of party to whom correspondence concerning document should be mailed to:

Law Offices of William B. Ritchie
 William B. Ritchie, Esq.
 43 Jackson Street
 Concord, NH 03301

- 6. Total Number of patents involved: 1
- 7. Total Fee: \$40.00
- 8. Statement and Signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William B. Ritchie
 William B. Ritchie

4-7-00
 Date

04/28/2000 JSMAHAZ 00:00169 D:26647
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(40.00)

PATENT
REEL: 010731 FRAME: 0238

ASSIGNMENT OF PATENT

Whereas John H. Mar of Seattle, Washington; Kevin L. Engelbert of Mukilteo, Washington; Mark E. Hastings of Mukilteo, Washington; and Randy C. Peterson of Mukilteo, Washington, hereinafter referred to as "Inventors", were the inventors of the spiral binder described in United States Patent No. D376,607, dated December 17, 1996 (the "Patent"); and

Whereas Inventors assigned said invention to Unicoil, Inc. (the "Patentee"); and

Whereas, pursuant to that certain Agreed Order of Abandonment and Modifying Permanent Injunction entered December 20, 1999, in the case of in re Unicoil, Inc., Debtor in the United States Bankruptcy Court of the Northern District of Georgia, a copy of which is attached hereto as Exhibit A, the Patentee's right and title to the Patent has been abandoned to Finova Mezzanine Capital, Inc., a Tennessee corporation (Assignor); and

Whereas, James Burn International, Inc., a New York corporation ("Assignee") whose post office address is 205 Cottage St., Poughkeepsie, New York desires to acquire Assignor's entire right, title and interest in the Patent, if any;

Now, therefore, in consideration of the premises contained herein, those contained in the Bill of Sale and Assignment between Assignor and Assignee of even date herewith, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents does sell, assign, quit claim and transfer unto Assignee Assignor's entire right, title and interest, if any, in and to the Patent.

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A

PARTICULAR PURPOSE. ASSIGNEE TAKES THE PATENT IN AN "AS IS" CONDITION. ASSIGNEE AGREES THAT IN NO EVENT SHALL ASSIGNOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS ASSIGNMENT, WHATSOEVER OR HOWSOEVER CAUSED.

This Assignment shall be governed by the internal laws of the State of Tennessee without regards to its choice of laws provision.

Executed this 25th Day of January, 2000, at Nashville, Tennessee.

Finova Mezzanine Capital, Inc.

By: [Signature]
Its: [Signature]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) SS:

Personally appeared before me, Lea Ann Sexton, a Notary Public of said county, ~~Bruce T. Oaks~~, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged such person to be Vice President (or other officer authorized to execute the instrument) of Finova Mezzanine Capital, Inc., the within named bargainor, a corporation, and that such person executed the within instrument for the purposes therein contained, by signing the name of the corporation by such person as Vice President

Witness my hand, at office, this 25th day of January, 2000.

[Signature]
Notary Public
My Commission Expires: 5/28/2000

EXHIBIT A
Agreed Order of Abandonment and Modifying Permanent Injunction

See attached.

237662 - 1

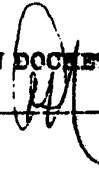
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PATENT
REEL: 010731 FRAME: 0241

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

ENTERED ON DOCKET

12/20/99



IN RE:)
UNICOIL, INC.,) Case No.: 99-76907
Debtor.) Chapter 7
) Judge A.D. Kahn
)

**AGREED ORDER OF ABANDONMENT
AND MODIFYING PERMANENT INJUNCTION**

Pursuant to Bankruptcy Rule 6007 and BLR 775-1(a) and upon agreement of the debtor, Unicoil, Inc. ("Debtor"), Chapter 7 Trustee, Robert B. Silliman ("Trustee") and FINOVA Mezzanine Capital, Inc., formerly known as Sirrom Capital Corporation ("Lender") as evidenced by signatures of counsel below and for good cause shown,

IT IS HEREBY ORDERED THAT:

1. Lender holds a properly perfected first-priority security interest in all assets comprising Debtor's estate. The principal amount of the Lender's secured claim is \$2.4 million (plus interest and expenses accrued prior to filing of the petition in this case) (the "Lender Indebtedness").

2. The Lender Indebtedness is evidenced by, among other things, a) a Loan Agreement between Debtor and Lender dated September 29, 1997 as amended from time to time thereafter (the "Loan Agreement"), b) a Secured Promissory Note, dated September 29, 1997, a Secured Promissory Note dated December 22, 1997, a Secured Promissory Note dated August 4, 1999, as any may have been amended from time to time thereafter (collectively, the "Notes"), and c) a Security Agreement, dated September 29, 1997, as amended from time to time thereafter, (the "Security Agreement"). The Loan Agreement, Notes and Security Agreement along with certain other documents, including



but not limited to, UCC Financing Statements, (shall be referred to collectively as the "Loan Documents").

3. The Lender Indebtedness is secured by all of the assets of Debtor's estate, all Debtor's property of every kind, wherever located, tangible and intangible, choate and inchoate, including but not limited to all equipment, fixtures, accounts receivable, inventory, notes, chattel paper, accounts, Documents, Instruments, General Intangibles, contract rights, Intellectual Property, including but not limited to all copyrights, trademarks and patents listed on the attached Exhibit A) (all assets and property of the estate, without being limited by the foregoing, shall hereafter be referred to as the "Debtor's Assets").

4. Debtor is default of the terms of the Security Agreement and Notes.

5. The Lender seeks to invoke its power of sale under the Security Agreement and pursue all other remedies permitted by applicable law to protect its interest in all of Debtor's Assets, to sell and foreclose upon Debtor's Assets and to collect all amounts owed by Debtor to Lender to the extent the debt is secured by Debtor's Assets.

6. The Trustee, based upon his inspection of Debtor's books and records has determined that the value of Debtor's Assets is substantially less than the amount of the Lender Indebtedness secured by a first priority perfected line in Debtor's Assets. Trustee estimates that the value of the Debtor's Assets to be less than \$1,000,000.00. Therefore, the parties hereto agree there is no equity in the Debtor's estate. The Trustee hereby agrees to abandon to Lender any remaining interest he or this bankruptcy estate may have in Debtor's Assets. Debtor acknowledges that it has no interest in the Debtor's Assets.

7. The Debtor, Trustee and Lender hereby agree that the automatic stay imposed by 11 U.S.C. § 364 and the permanent injunction imposed by 11 U.S.C. § 524 should be modified without

further notice or order of this Court in order to allow Lender to exercise its rights under the Loan Documents and pursue all other remedies permitted by applicable law to protect its interest in Debtor's Assets, to foreclose upon Debtor's Assets or otherwise sell or dispose of Debtor's Assets and to collect all amounts owed by Debtor to Lender, to the extent the Lender Indebtedness is secured by Debtor's Assets.

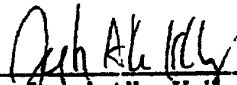
ENTER this 17th day of December, 1999.



Judge A. D. Kahn

APPROVED FOR ENTRY:


HARWELL HOWARD HYNE
GABBERT & MANNER, P.C.

By: 

Joseph Allen Kelly
Alix Coulter Cross
1800 First American Center
315 Deaderick Street
Nashville, TN 37238
(615) 256-0500


Attorneys for FINOVA Mezzanine Capital, Inc.

MCRAE & BISBEE, LLP

By: 

David G. Bisbee
One Georgia Center, Suite 800
600 West Peachtree St., NW
Atlanta, GA 30308
(404) 873-0300

Attorney for Debtor

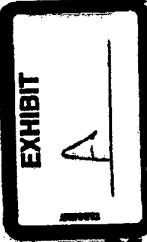
No opposition:


Robert B. Silliman, Esq.
311 Roswell Street
Marietta, GA 30060
(770) 424-8000
Chapter 7 Trustee

UNICOIL, INC.

PATENT AND TRADEMARK INVENTORY

File No.	Title	Filing/Issued Date	Serial/Issue No.	Status
P A T E N T S				
	SPIRAL BINDING APARATUS		DES 365,580	Issued
	SPIRAL BINDING METHOD AND APPARATUS		5,584,632	Issued
	SPIRAL BINDING		DES 376,607	Issued
	SPIRAL BINDING METHOD AND APPARATUS		8,539,848	Issued
	ELECTRIC BRAKE FOR AN ALTERNATING CURRENT MOTOR		8,599,722	Issued
P A T E N T S P E N D I N G				
UNCO 1-9437	IMPROVED SPIRAL BINDING METHOD AND APPARATUS - CONTINUATION IN-PART			
2110-1-001	SPIRAL BINDING PUNCH APPARATUS AND METHOD	01-07-97	08791,808	Pending: Awaiting first office action
2110-1-002	APARATUS FOR CUTTING AND CRIMPING COIL	07-08-97	08789,407	Pending: Awaiting first office action
2110-1-003	APARATUS FOR FORMING SIDE-BY-SIDE EXTENDED PLASTIC			Patentability Opinion forwarded to client 3-14-97 No application filed.
2110-1-004	AUTOMATIC FEEDING SYSTEM FOR HELICALLY FORMED BINDING ELEMENTS	08-29-97	08792,977	Pending: Awaiting first office action
T R A D E M A R K S				
2110-2-002	UNICOIL		1813691	Registered
T R A D E M A R K S P E N D I N G				
2110-2-002	COIL DESIGN	11-20-96	75201,248	Pending: Published for opposition 9-16-97



Stamp: September 29, 1997
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Notice sent to:

Joseph Allen Kelly
Alix Coulter Cross
1800 First American Center
315 Deaderick Street
Nashville, TN 37238

C. David Butler, Region 21, U.S. Trustee
Office of the US Trustee
Room 362, Richard B Russell Bldg
75 Spring Street SW
Atlanta, GA 30303

David G. Bisbee
Suite 800
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308

Unicoil, Inc.
5855 Peachtree Corners East
Norcross, GA 30092

Robert B. Silliman
211 Roswell Street
Marietta, GA 30060

I certify that I served the foregoing document(s) on the above listed parties at the addresses shown, through the United States Mail, or (as applicable) by placing a copy in the respective attorney's mailbox provided by the Clerk's Office on the 13th Floor of the United States Courthouse, Atlanta, Georgia.

Date: Dec. 20, 1999

W. Yvonne Evans, Clerk of Court

By: [Signature]

RECORDED: 04/07/2000

PATENT
REEL: 010731 FRAME: 0246