

02-27-2002



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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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): Credit Managers Association of California, a California non-profit corporation, as agent for SEDA Industries, LLC, a Delaware limited liability company 2-11-02

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

2. Name and address of receiving party(ies)

Name: SEDA Industries, LLC

Internal Address: 9701 Wilshire Boulevard

Suite 1110, Beverly Hills, CA 90212

Street Address: 9701 Wilshire Boulevard

Suite 1110

City: Beverly Hills State: CA Zip: 90212

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Uniform Commercial Code

Transfer Statement, with attachments

Execution Date: November 14, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) 6, 101, 835

Additional numbers attached? Yes No

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

Name: Shawn Sedaghat

Internal Address: SEDA Industries, LLC

9701 Wilshire Boulevard, Suite 1110

Beverly Hills, CA 90212

Street Address: 9701 Wilshire Boulevard

Suite 1110

City: Beverly Hills State: CA Zip: 90212

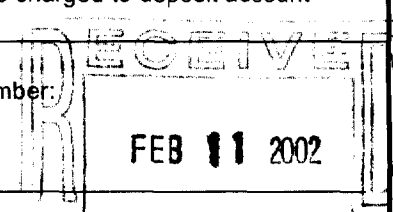
6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:



(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Shawn Sedaghat

Name of Person Signing

[Signature]
Signature

1/16/02
Date

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

40.00 All documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/26/2002 DBYRNE 00000036 6101835

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PATENT
REEL: 012598 FRAME: 0656

TRANSFER STATEMENT

(Uniform Commercial Code/California Commercial Code Section 9619)

November 14, 2001

Debtor:

OSO Technologies, Inc., a California corporation ("Debtor")
9000 Ninth Street, Suite 100
Rancho Cucamonga, CA 91730

and

9375 Archibald Avenue, Suite 100
Rancho Cucamonga, CA 91730

Secured Creditor:

SEDA Industries, LLC, a Delaware limited liability company ("Secured
Creditor")
9701 Wilshire Boulevard, Suite 1110
Beverly Hills, CA 90212

Transferee:

SEDA Industries, LLC, a Delaware limited liability company ("Transferee")
9701 Wilshire Boulevard, Suite 110
Beverly Hills, CA 90212

Re: Patent No. 6,101,835 (the "Patent")

Debtor defaulted on August 4, 2000, under (among certain other agreements and instruments between Secured Creditor and Debtor) that certain Pledge and Security Agreement dated October 4, 1999, between Secured Creditor and Debtor. Secured Creditor's security interest in the collateral described in the Pledge and Security Agreement was perfected by the filing of that certain UCC-1 financing statement, filing number 9933760559, in the Office of the Secretary of State of California on November 30, 1999.

The Patent is part of the collateral subject to Secured Creditor's perfected security interest. A copy of the Patent abstract is attached hereto as Exhibit "A", and copies of the Pledge and Security Agreement and the UCC-1 financing statement are attached hereto as Exhibit "B".

Pursuant to the Pledge and Security Agreement and the California Commercial Code, Secured Creditor exercised its rights as a secured creditor, foreclosed on its collateral, and on November 2, 2001, Secured Creditor caused Credit Managers Association of California ("CMAC") to conduct a public disposition/sale of the collateral. At the public disposition/sale Secured Creditor acquired all right, title and interest of Debtor in the collateral, including the Patent. A copy of CMAC's Bill of Sale is attached hereto as Exhibit "C".

"SECURED CREDITOR"

SEDA INDUSTRIES, LLC,
A Delaware limited liability company

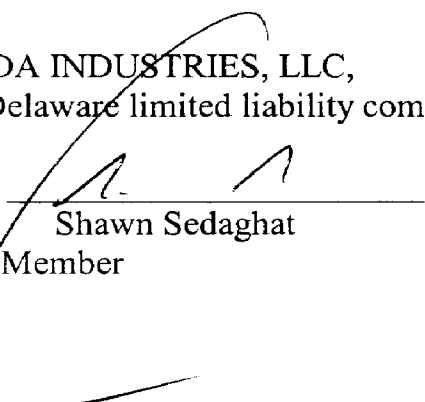
By: 
Shawn Sedaghat
Its Member

Exhibit "A" to Transfer Statement

Abstract of Patent No. 6,101,835



US006101835A

United States Patent [19]

[11] Patent Number: **6,101,835**

Butsch et al.

[45] Date of Patent: **Aug. 15, 2000**

[54] **WATER AND ICE DISPENSING APPARATUS**

5,603,230	2/1997	Tsai	62/390
5,667,103	9/1997	Donselman et al.	62/394
5,706,883	1/1998	Ward	165/61

[75] Inventors: **Otto R. Butsch**, Placentia; **Charles J. Helton**, Dana Point; **Otto R. Butsch, Jr.**, Yorba Linda, all of Calif.

Primary Examiner—William E. Tapolcai
Attorney, Agent, or Firm—Kenneth J. Hovet

[73] Assignee: **OSO Technologies**, Rancho Cucamonga, Calif.

[57] ABSTRACT

[21] Appl. No.: **09/285,625**

[22] Filed: **Apr. 3, 1999**

Related U.S. Application Data

[60] Provisional application No. 60/080,643, Apr. 3, 1998, and provisional application No. 60/080,644, Apr. 3, 1998.

[51] Int. Cl.⁷ **B67D 5/62**

[52] U.S. Cl. **62/390; 222/146.1**

[58] Field of Search **62/390, 389, 391, 62/394, 395; 222/146.1; 165/61**

A water cooler is provided having a cabinet with water spigots and a door for accessing a refrigeration unit. The refrigeration unit includes a freezer compartment and may also include an icemaker. The cabinet interior contains a water reservoir which is supplied with water from a water bottle inverted in the top of the cabinet. Alternatively, the reservoir may be provided with an external source of water. In such case, an *E-Coli* sanitization module and a particulate water filter are provided. Cooling is effected with a compressor unit, condenser unit, an expansion valve and the refrigeration unit—all of which are interconnected with a closed loop coolant line. Predetermined segments of the coolant line are used to create freezing temperatures in the freezer compartment and non-freezing temperatures in a storage area, selected water lines and the reservoir. The condenser unit includes a condenser coil section which may be wrapped with ambient water for producing a supply of hot water. The coil section may also function to preheat ambient water that is moved to a hot water tank. The cabinet may include a pull-out section for placement of a water bottle in a lower chamber. In this case, a pump or air pressure is used to move water from the bottle into the interior heating and cooling system.

[56] References Cited

U.S. PATENT DOCUMENTS

3,429,140	2/1969	White	62/339
4,048,044	9/1977	Eibl	204/257
4,823,554	4/1989	Trachtenberg	62/3
4,881,380	11/1989	Mrugala et al.	62/389
5,108,563	4/1992	Cook	204/149
5,192,004	3/1993	Burrows	222/146.1
5,291,752	3/1994	Alvarez	62/344
5,405,052	4/1995	Sawyer	222/64
5,493,873	2/1996	Donselman et al.	62/390
5,577,393	11/1996	Donselman et al.	62/390

13 Claims, 10 Drawing Sheets

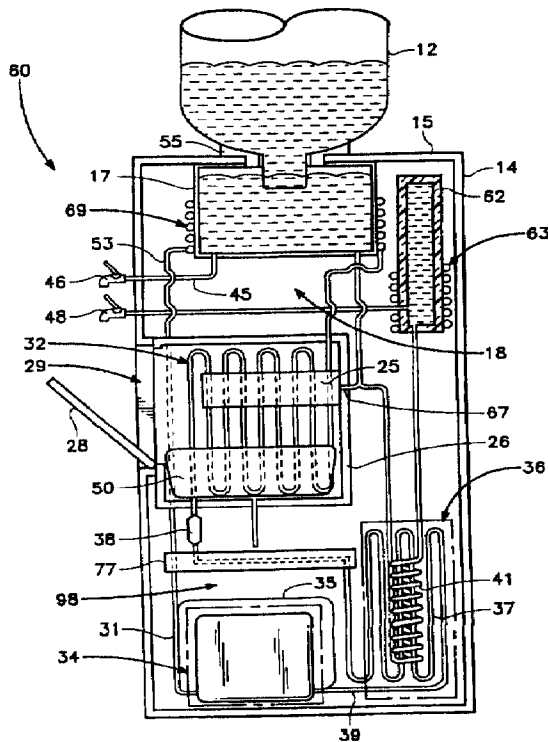


Exhibit "B" to Transfer Statement

Pledge and Security Agreement; UCC-1 Financing Statement

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement") is entered into as of October 4, 1999, by and among SEDA Industries, LLC, a Delaware limited liability company (the "Investor"), and OSO Technologies, Inc., a California corporation (the "Borrower") and each of the shareholders signatory hereto (each a "Shareholder" and collectively, the "Shareholders" and together with the Borrower, the "Grantors").

Recitals

A. Concurrently with entering into this Agreement, the Investor and the Borrower have entered into (i) a Stock Purchase Agreement (the "Purchase Agreement") pursuant to which the Borrower desires to sell to the Investor and Investor desires to purchase from the Borrower shares of the Borrower's Series B Preferred Stock (the "Preferred Stock") and (ii) a Secured Revolving Promissory Note (the "Revolving Note") pursuant to which the Investor is willing to provide the Borrower a revolving loan commitment of up to an aggregate amount of One Million Dollars (\$1,000,000) (the "Loan Commitment").

B. In order to induce the Investor to purchase the Preferred Stock and provide the Loan Commitment, and in consideration thereof, the Shareholders will pledge all of the Borrower's common stock (the "Common Stock") owned by the Shareholders and the Borrower has agreed to grant to the Investor the collateral security described herein as security for the payment of the Secured Obligations (as defined below) on the terms herein set forth.

Agreement

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Creation of Security Interest. The Grantors hereby assign, and grant to the Investor, a first priority, perfected security interest in the items listed below (collectively, the "Collateral") in each case whether now owned or hereafter acquired by the Grantors:

(a) All of the Borrower's machinery, equipment and supplies, appliances, computers and related equipment, tools, tooling, furniture, furnishings, fixtures, goods, inventory, raw materials, work in process, finished goods and materials owned by the Borrower, accounts, general intangibles, chattel paper, documents, instruments (whether negotiable or non-negotiable), deposit accounts, investment property, securities, securities entitlements, money, contract rights and rights to payment of every kind; all of the foregoing, whether now owned or hereafter at any time acquired by the Borrower and wherever located, and includes all products, additions, accessions, replacements and substitutions for and of all such Collateral; and all books and records of the Borrower with respect to all such Collateral;

(b) the 1,700,000 shares of voting Common Stock of the Borrower held by the Shareholders (the "Pledged Shares") as provided on Schedule 1(a) attached hereto, and the certificates representing the Pledged Shares and any interest of the Shareholders in the entries on the books of any financial intermediary pertaining to the Pledged Shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;

(c) all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of the Borrower now owned or from time to time acquired by any Shareholder in any manner (which shares, securities, warrants, options and other rights shall be deemed to be part of the Pledged Shares), the certificates or other instruments representing such additional shares, securities, warrants, options or other rights and any interest of any of the Shareholders in the entries on the books of any financial intermediary pertaining to such additional shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, securities, warrants, options or other rights; and

(d) to the extent not covered by clause (a)-(c) above, all proceeds of any or all of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes (1) whatever is now or hereafter receivable or received by the Grantors upon the sale, exchange, collection or other disposition of any item of Collateral, whether voluntary or involuntary, whether such proceeds constitute inventory, intangibles, equipment or intellectual property or other assets; (2) any such items which are now or hereafter acquired by any Grantor with any proceeds of Collateral hereunder; and (3) any insurance or payments under any indemnity, warranty or guaranty now or hereafter payable by reason of damage or loss or otherwise with respect to any item of Collateral or any proceeds thereof,

in order to secure the payment and performance of the Secured Obligations (as defined below).

2. Secured Obligations. For purposes of this Agreement, "Secured Obligations" shall mean each of following obligations of the Borrower to the Investor:

the prompt payment or performance in full when due (including, without limitation, amounts, including interest, that would become due but for the filing of a petition in bankruptcy and whether or not an allowed claim in bankruptcy), of all the obligations of the Borrower under the Revolving Note (the "Note Obligations") and the Obligations (as that term is defined in the Purchase Agreement) and liabilities of every nature of the Borrower now or hereafter existing under or arising out of or in connection with the Note Obligations and/or the Obligations (as that term is defined in the Purchase Agreement) (including, without limitation, interest that, but for the filing of a petition in bankruptcy, would accrue on such obligations), and all obligations of every nature of the Borrower now or hereafter existing under this Agreement.

If any Secured Obligation is not paid when due, a late charge shall accrue upon such obligation, commencing on such due date, at the rate of one and one-half percent (1 1/2%) per month as liquidated damages for such nonpayment. The imposition of this late charge does not imply or constitute any agreement by the Investor to forbear collection of the delinquent Secured Obligation. The amount of such late charge shall also be a Secured Obligation.

3. Representation and Warranties. The Grantors represent and warrant as follows:

(a) Location of Collateral. The Borrower's chief executive office is located at 9000 9th Street, Suite 100, Rancho Cucamonga, California 91730 and that the Collateral will at all times be located at that address or such other locations in the United States as Investor shall approve pursuant to Section 5(a) hereof.

(b) Existence and Power. The Borrower is a corporation duly organized and validly existing under, and by virtue of, the laws of the State of California and is in good standing under such laws. The Borrower has the requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted and as proposed to be conducted.

(c) Enforceability. This Agreement has been duly authorized, executed and delivered by the Grantors and constitutes the legal, valid and binding obligation of the Grantors enforceable against the Grantors in accordance with its terms.

(d) Due Authorization, etc. of Pledged Shares. All of the Pledged Shares are fully paid and non-assessable.

(e) Ownership of Collateral. Each Shareholder is the legal, record and beneficial owner of the Pledged Shares free and clear of any lien except for the security interest created by this Agreement.

(f) Perfection. The pledge of the Pledged Shares and the proceeds thereof pursuant to this Agreement creates a valid and perfected first priority security interest in the Pledged Shares and the proceeds thereof, securing the payment of the Secured Obligations.

(g) Description of Pledged Shares. The Pledged Shares represent 39.75% of the issued and outstanding shares of Common Stock of the Borrower and except as set forth on Schedule 3(f), there are no outstanding warrants, options, subscriptions or other contractual arrangements for the purchase of any other shares of stock or any securities convertible into shares of stock of the Borrower.

(h) No Conflict. The execution, delivery and performance of this Agreement by the Grantors and the consummation of the transactions contemplated hereby will not (i) conflict with or result in a breach of any of the terms and provisions of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under, any agreement, indenture, mortgage, deed of trust,

equipment lease, instrument or other document to which the any Grantor is a party; or (ii) conflict with any law, order, rule or regulation applicable to any Grantor of any court or any federal or state government, regulatory body or administrative agency, or any other governmental body having jurisdiction over the Grantors or its properties.

(i) Approvals. No consent of any other party and no approval by any governmental authority is required: (i) for the pledge by the Shareholders of the Pledged Shares and the proceeds thereof pursuant to this Agreement, (ii) for the execution, delivery or performance of this Agreement by the Grantors, or (iii) for the exercise by the Investor of the voting or other rights provided for in this Agreement or the remedies in respect of the Pledged Shares and the proceeds thereof pursuant to this Agreement.

4. Delivery of Pledged Shares. All certificates or instruments representing or evidencing the Pledged Shares shall be delivered to and held by or on behalf of the Investor pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by each Shareholder's endorsement, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Investor.

5. Covenants. Each Grantor covenants and agrees as follows:

(a) Change in Address or Corporate Structure. The Borrower shall not change its name, identity, or corporate structure or relocate its chief executive office without the prior written consent of the Investor (which shall not be unreasonably withheld).

(b) Payment of Taxes. The Borrower shall pay and discharge all taxes, assessments and charges or levies against the Collateral prior to delinquency thereof, and shall keep the Collateral free of all unpaid taxes, assessments and charges, except for taxes, assessments and charges that are not yet due or are being contested in good faith.

(c) [Intentionally omitted.]

(d) No Transfer. No Grantor shall sell, assign (by operation of law or otherwise), exchange or otherwise voluntarily or involuntarily transfer or dispose of the Collateral or any portion thereof or encumber, or hypothecate, or create or permit to exist any lien, security interest, charge or encumbrance or adverse claim upon or other interest in the Collateral without the prior written consent of the Investor, except for sales of inventory in the ordinary course of the Borrower's business.

(e) Additional Pledged Shares. Each Shareholder agrees to pledge hereunder, immediately upon the acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of the Borrower acquired by such Shareholder, by delivering to the Investor an Amendment, duly executed by such Shareholder, in substantially the form of Exhibit A attached hereto (an "Amendment"), in respect of the additional Pledged Shares to be pledged pursuant to this Agreement.

6. Right to Enter. The Investor shall have, during regular business hours upon reasonable notice, the right to enter into and upon the Borrower's premises where any of the Collateral or records with respect thereto are located for the purpose of inspecting the same, performing an audit, making copies of records, observing the use of any part of the Collateral, protecting the Investor's security interest in the Collateral, or otherwise determining whether the Borrower is in compliance with the terms of this Agreement.

7. Further Assurances. The Grantors shall execute and file any financing or continuation statements, or amendments thereto, and such other instruments or notices as may be necessary or desirable, which the Investor may reasonably request in order to perfect and preserve the perfection and the priority of the security interests granted or purported to be granted under this Agreement. Each Grantor agrees that, at the Investor's option, this Agreement, or a photocopy hereof, may be filed by the Investor as a financing statement, and that such Grantors' execution hereof shall constitute the execution by each Grantor of a financing statement.

8. Voting Rights; Dividends; Etc.

(a) So long as the Borrower has not defaulted on its Secured Obligations:

(i) Each Shareholder shall be entitled to exercise any and all of their respective voting and other consensual rights pertaining to the Pledged Shares or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Revolving Note.

(ii) Each Shareholder shall be entitled to receive and retain, and to utilize free and clear of the lien of this Agreement, any and all dividends and interest paid in respect of the Pledged Shares; provided, however, that any and all (A) dividends and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Shares, and (b) dividends and other distributions paid or payable in cash in respect of any Pledged Shares in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, or in respect of principal or in redemption of or in exchange for any Pledged Shares, shall be, and shall forthwith be delivered to the Investor to hold as, Collateral and shall, if received by the Investor, be received in trust for the benefit of such Shareholder, be segregated from the other property or funds of the Investor and be forthwith delivered to the Investor as Collateral in the same form as so received (with all necessary endorsements).

(b) Upon the occurrence of a default by the Borrower on its Secured Obligations:

(i) upon written notice from the Investor to the Shareholders, all rights of the Shareholders to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 8(a)(i) shall cease, and all such rights

shall thereupon become vested in the Investor who shall thereupon have the sole right to exercise such voting and other consensual rights;

(ii) all rights of the Shareholders to receive the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant to Section 8(a)(ii) shall cease, and all such rights shall thereupon become vested in the Investor who shall thereupon have the sole right to receive and hold as Collateral such dividends and interest payments; and

(iii) all dividends, principal and interest payments which are received by the Shareholders contrary to the provisions of Section 8(b)(ii) shall be received in trust for the benefit of the Investor, shall be segregated from other funds or property of the Shareholders and be forthwith be paid over to the Investor as Collateral in the same form as so received (with all necessary endorsements).

(c) In order to permit the Investor to exercise the voting and other consensual rights which it may be entitled to exercise and to receive all dividends and other distributions which it may be entitled to receive under Section 8(b), each Shareholder shall promptly execute and deliver (or cause to be executed and delivered) to the Investor all such proxies, dividend payment orders and other instruments as the Investor may from time to time reasonably request.

9. Financing Statement. Upon execution of this Agreement, the Borrower shall deliver to the Investor an executed UCC-1 Financing Statement (the "Financing Statement") describing the Collateral, naming the Borrower as debtor and the Investor as secured party and otherwise in form reasonably satisfactory to the Investor and appropriate for filing in the jurisdiction identified in Section 3(e).

10. Investor Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Investor as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, if and whenever a Grantor is in default under this Agreement to take any action and to execute any instrument that the Investor may deem necessary or advisable to accomplish the purposes of this Agreement; provided, that, if such delay would not be prejudicial in any way to the Investor's rights under this Agreement, the Investor shall provide such Grantor with notice and ten business days to take such action or execute such instrument prior to the Investor acting as a Grantor's attorney-in-fact.

11. Standard of Care. The powers conferred on the Investor hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Pledged Shares in its possession and the accounting for moneys actually received by it hereunder, the Investor shall have no duty as to any Collateral. The Investor shall be deemed to have exercised reasonable care in the custody and preservation of Pledged Shares in its possession if such Pledged Shares are accorded treatment substantially equal to that which the Investor accords its own property consisting of negotiable securities.

12. Defaults. A Grantor shall be in default under this Agreement upon the happening of any one or more of the following events:

(a) Cross Defaults. The Borrower shall be in default if a default is continuing under either this Agreement, the Revolving Note, the Purchase Agreement, the Warrants (as defined in the Purchase Agreement) or the Default Warrants (as defined in the Purchase Agreement) (collectively, the "Transaction Agreements");

(b) Representations and Warranties. Any representation or warranty made by the Grantor in the Transaction Agreements or which is contained in any certificate, document, financial or other written statement furnished at any time pursuant thereto shall prove to have been untrue, incorrect or misleading in any material respect when made;

(c) Other Covenants. The Borrower shall fail duly to observe or perform any covenant or agreement contained in the Transaction Agreements or any other agreement to which the Borrower and the Investor are parties and such failure continues for 15 days after the Investor delivers written notice of default to Borrower specifying the nature of the default and the cure demanded of Borrower, or the Borrower shall fail to observe or perform a covenant or an agreement after one or more cure periods have been given with respect to such covenant or agreement;

(d) Collateral. A Grantor fails to pay and discharge any judgment or levy of any attachment, execution or other process against any all or any portion of the Collateral and such judgment shall not be satisfied, or such levy or other process shall not be removed within thirty (30) calendar days after the entry or levy thereof, or at least five (5) calendar days prior to the time of any proposed sale under any such judgment levy; or

(e) Insolvency. The Borrower commences or proposes to commence any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any federal, state or other law for the relief of debtors; a Borrower fails to obtain the dismissal, within sixty (60) days after the commencement thereof, of any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any law for the relief of debtors, instituted by one or more third parties, fails actively to oppose any such proceeding, or, in any such proceeding, defaults or files an answer admitting the material allegations upon which the proceeding was based or alleges its willingness to have an order for relief entered or its desire to seek liquidation, reorganization or adjustment of its debts; or any receiver, trustee or custodian is appointed to take possession of all or any substantial portion of the assets of the Borrower, or any committee of the Borrower's creditors, or any class thereof, is formed for the purpose of monitoring or investigating the financial affairs of the Borrower or enforcing such creditors' rights.

Upon such default, the Investor may declare all Secured Obligations to be immediately due and payable. The Investor shall be entitled to receive any remedies accorded to a secured party under the California Uniform Commercial Code. Each Grantor hereby expressly waives and releases all rights to have any of the Collateral marshalled upon the exercise of any remedies under this

Agreement. Each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Borrower agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The price at which any Collateral may be sold in a private sale must be reasonably similar to the price which might have been obtained at a public sale.

13. Costs and Expenses.

(a) The Grantors agree, jointly and severally, to indemnify the Investor from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from the Investor's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Grantors will pay to the Investor upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Investor may incur in connection with (i) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of the Investor hereunder (including pursuant to any bankruptcy, reorganization, "work-out" or similar circumstance or proceeding), or (iii) the failure by the Grantor to perform or observe any of the provisions hereof.

14. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of all Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of the Investor hereunder, to the benefit of the Investor and its successors, transferees and assigns.

15. Notices. All notices, requests and other communications required or permitted to be made hereunder shall, except as otherwise provided, be in writing and may be delivered personally or sent by telegram, telecopy, telex, overnight courier or certified mail, postage prepaid, to the parties addressed as set forth in the first paragraph hereof. Such notices, requests and other communications sent shall be effective upon receipt, unless sent by (i) overnight courier, in which case they shall be effective exactly one (1) business day after deposit with such overnight courier, or (ii) mail, in which case they shall be effective exactly three (3) business days after deposit in the United States mail. Either party may change its address or other information by giving notice thereof to the other party hereto in conformity with this section.

16. Termination of Agreement. This Agreement and the security interest hereunder shall terminate upon the full and final payment and performance of all the Secured Obligations. Upon such termination, the Investor will execute releases of the security interests granted hereunder and will return to the Grantors the Collateral, any Collateral in the Investor's

possession. Notwithstanding anything to the contrary herein, this Agreement (including all representations, warranties and covenants contained herein) shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Investor in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Investor upon or in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or otherwise, all as though such payment had not been made.

17. Headings. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

18. Amendments. This Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the party against which such change, waiver or termination is sought to be enforced, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

20. Severability. If any provision or obligation of this Agreement should be found to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions and obligations or any other agreement executed in connection herewith, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby and shall nonetheless remain in full force and effect to the maximum extent permitted by law.

21. Successors and Assigns. All rights of the Investor hereunder shall inure to the benefit of its successor and assigns. No Grantor shall assign any of its interest under this Agreement without the prior written consent of the Investor. Any purported assignment inconsistent with this provision shall, at the option of the Investor, be null and void.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

23. Delay, Waiver. No delay in enforcing or failing to enforce any right under this Agreement by the Investor shall constitute a waiver by the Investor of such right. No waiver by the Investor of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

24. Time of Essence. Time is of the essence of each provision of this Agreement of which time is an element.

25. Survival of Representations and Warranties. All representations, warranties and covenants of each of the Grantors contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full payment and performance by the Grantors of the Secured Obligations.

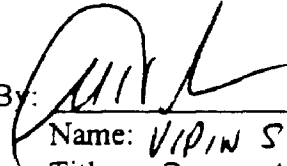
26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

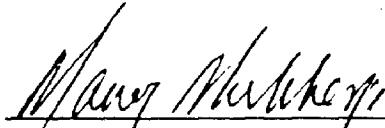
(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Security and Pledge Agreement to be duly executed and delivered by their respective officers as of the date first above written.

BORROWER:

OSO TECHNOLOGIES, INC.,
a California corporation

By: 
Name: VIPIN SAHGAL
Title: PRET/COO

By: 
Name: MANOJ MUKHERJEE
Title: SECY.

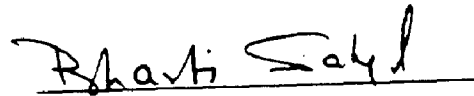
INVESTOR:

SEDA INDUSTRIES, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

SHAREHOLDERS:

BHARTI SAHGAL



BHART SAHGAL



IN WITNESS WHEREOF, the parties hereto have caused this Security and Pledge Agreement to be duly executed and delivered by their respective officers as of the date first above written.

BORROWER:

OSO TECHNOLOGIES, INC.,
a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

INVESTOR:

SEDA INDUSTRIES, LLC,
a Delaware limited liability company

By: _____
Name: *Shawn Sedaghat*
Title:

SHAREHOLDERS:

BHARTI SAHGAL

BHART SAHGAL

PADMA SAHGAL

Padma Sahgal

S-2

PATENT
REEL: 012598 FRAME: 0674

EXHIBIT A

AMENDMENT

This Amendment, dated _____, ___, is delivered pursuant to Section 5(e) of the Agreement referred to below. The undersigned hereby agrees that this Amendment may be attached to the Pledge and Security Agreement dated as of October 4, 1999, among the undersigned and SEDA Industries, LLC, a Delaware limited liability company, as the Investor (the "Agreement," capitalized terms defined therein being used herein as therein defined), and the Pledged Shares listed on this Amendment shall be deemed to be part of the Pledged Shares and shall become part of the Collateral and shall secure all Secured Obligations.

[SHAREHOLDER]

OSO TECHNOLOGIES, INC.

By _____
Name:
Title:

SCHEDULE 3(D)

**STOCK OPTIONS OUTSTANDING
AS OF OCTOBER 4, 1999**

<u>Holder</u>	<u>Number of Shares</u>	<u>Exercise Price per Share</u>	<u>Date of Expiration</u>
William H. Dahlman	50,000	\$0.10	April 26, 2002
Roger J. Frock	125,000	\$0.10	April 26, 2002
Roger J. Frock	100,000	\$1.00	April 26, 2002
Vinod Roy	35,000	\$1.00	April 26, 2002
Vipin Sahgal	400,000	\$0.10	November 2, 2001
Clifton S. Smith, Jr.	100,000	\$0.10	July 31, 2004
William J. Zimmerman	<u>100,000</u>	\$0.10	August 2, 2002
Total	960,000		

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: OSO TECHNOLOGIES, INC., whose address is
9000 9th Street, Suite 100, Rancho Cucamonga, California 91730

SECURED PARTY: SEDA INDUSTRIES, LLC, whose address is
9701 Wilshire Blvd., Suite 1110, Beverly Hills, California 90212

All of Debtor's right, title and interest, whether now owned or hereafter acquired by the Debtor, in the following property (collectively, the "Collateral"):

1. All of the Debtor's machinery, equipment and supplies, appliances, computers and related equipment, tools, tooling, furniture, furnishings, fixtures, goods, inventory, raw materials, work in process, finished goods and materials owned by the Debtor, accounts, general intangibles, chattel paper, documents, instruments (whether negotiable or non-negotiable), deposit accounts, investment property, securities, securities entitlements, money, contract rights and rights to payment of every kind; all of the foregoing, whether now owned or hereafter at any time acquired by the Debtor and wherever located, and includes all products, additions, accessions, replacements and substitutions for and of all such Collateral; and all books and records of the Debtor with respect to all such Collateral; and

2. to the extent not covered by clause (1) above, all proceeds of any or all of the foregoing Collateral.

For purposes of this Financing Statement, the term "proceeds" includes (1) whatever is now or hereafter receivable or received by the Debtor upon the sale, exchange, collection or other disposition of any item of Collateral, whether voluntary or involuntary, whether such proceeds constitute inventory, intangibles, equipment or intellectual property or other assets; (2) any such items which are now or hereafter acquired by the Debtor with any proceeds of Collateral hereunder; and (3) any insurance or payments under any indemnity, warranty or guaranty now or hereafter payable by reason of damage or loss or otherwise with respect to any item of Collateral or any proceeds thereof.

9933760559

Exhibit "C" to Transfer Statement

Bill of Sale



40 E. Verdugo Avenue • Burbank, CA 91502-1931
P.O. Box 7740 • Burbank, CA 91510-7740
Phone: (818) 972-5300 • Fax: (818) 972-5301
www.creditservices.org

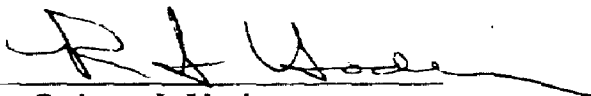
BILL OF SALE

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA ("CMAC"), a California non-profit corporation, whose principal place of business is 40 Verdugo Avenue, Burbank, California 91502-1931 ("Seller"), as Auction Agent for Sulmeyer, Kupetz, Bauman & Rothman, LLP, attorneys in fact for the Secured Party, SEDA Industries, LLC, a Delaware limited liability company ("Secured Party"), which is named in that certain Notice of Public Foreclosure Sale dated October 24, 2001, and October 29, 2001, a copy of which is attached hereto as Exhibit "A", regularly conducted a public auction sale ("Auction Sale") on November 2, 2001 (the "Sale Date") in accordance with Chapter 6 of Division 9 of the California Commercial Code, as amended ("Division 9"). Pursuant to the Auction Sale and in accordance with Division 9, and in consideration for the purchase price of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) credit bid for such Secured Party ("Buyer"), the receipt and sufficiency of which consideration being hereby acknowledged, CMAC has sold and assigned, and by this Bill of Sale does hereby grant, assign, transfer, sell and set over to Buyer, its representatives, successors and assigns, all right, title and interest in and to the property described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference, including without limitation that certain United States Patent, Patent No. 6,101,835 dated August 15, 2000 (collectively, the "Property"). Buyer's purchase of the Property pursuant to this Bill of Sale (i) discharges Secured Party's security interest and any security interests or liens subordinate thereto, and (ii) hereby grants to Buyer all rights, title and interest in and to the Property free and clear of any and all liens, of any and all rights and interests of OSO Technologies, Inc., the debtor which defaulted in its obligations to Secured Party ("Debtor"), and of any and all claims of unsecured creditors of Debtor with respect to the Property. Debtor's default of its obligations to Secured Party entitled Secured Party to sell or cause the Property to be sold under the terms of written agreements between Debtor and Secured Party, the provisions of the California Commercial Code and other applicable laws.

This Bill of Sale is effective as of the Sale Date to transfer all of the Property listed on Exhibit "A" and Exhibit "B" to Buyer. The Property is transferred without any warranties or representations of any kind, express or implied, including warranties as to the merchantability or fitness of the Property for a particular purpose, use or sale. The Property is deemed to be delivered to Buyer at 40 East Verdugo Avenue, Burbank, California, and is placed at Buyer's disposal "as is" and "where is" and in "with all faults" condition.

Executed at Burbank, California, on November ____, 2001.

CREDIT MANAGERS ASSOCIATION
OF CALIFORNIA, a California nonprofit
Corporation, as Auction Agent for Sulmeyer,
Kupetz, Bauman & Rothman, LLP

By: 

Robert J. Hoder
Secretary

EXHIBIT "A"

Notice of Public Foreclosure Sale

(When required)
RECORDING REQUESTED BY AND MAIL TO:

The Los Angeles DAILY JOURNAL
- SINCE 1888 -

915 E. First Street, Los Angeles, California 90012
Mailing Address: P.O. Box 54026, Los Angeles, California 90054-0026
Telephone (213) 229-5300 / Fax (213) 880-3882

This space for filing stamp only

SUSAN ISAACS
SRI ADVERTISING
11426 VENTURA BLVD #100
STUDIO CITY, CA 91604

DJ#: 311097

NOTICE OF PUBLIC FORECLOSURE

SEDA Industries, LLC, a Delaware limited liability company ("Secured Party"), 9701 Washire Boulevard, Suite 1110, Beverly Hills, California 90212, hereby gives notice that it will conduct a public foreclosure sale of personal property assets ("Collateral") of OBO Technologies, Inc., a California corporation ("Debtor"), in accordance with the California Commercial Code, on Friday, November 2, 2001, at 11:00 a.m., at the offices of Credit Managers Association of Southern California, 40 East Verdugo Avenue, Burbank, California 91502. Attn: CMA Auction Services, telephone number (818) 872-5352. Attention: Vicki Murawski ("CMA"). The sale may be continued by oral announcement at the time of sale. The Collateral will be sold in a single lot, which will be subject to a reserve. Information on bidding procedures may be obtained from CMA. The Collateral includes, but is not necessarily limited to, water coolers and related equipment, supplies and inventory, molds for the manufacture of water coolers, and general intangibles (including, without limitation, accounts, accounts receivable and other rights to payment, and patents) of the Debtor, and any other collateral subject to Secured Party's security interest (collectively, the "Collateral"). THE SALE OF COLLATERAL WILL BE "AS IS" WHERE IS" WITH ALL FAULTS, WITHOUT WARRANTY OF TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE OR ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS BEING OR WILL BE MADE AS TO ANY OF THE COLLATERAL, AND SECURED PARTY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. 10/24/01, 10/28/01

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: SOC SALE OF COLLATERAL

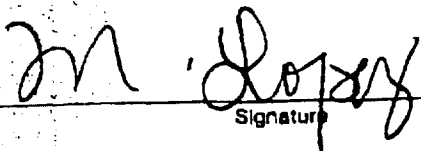
Ad Description: 11/2/01 SEDA INDUSTRIES

I am a citizen of the United States and a resident of the County of Los Angeles; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the Los Angeles Daily Journal, a daily newspaper published in the English language in the City of Los Angeles, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of Los Angeles, State of California, under date of June 2, 1952, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/24/01, 10/28/01

Executed on: 10/28/01
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Signature

DJ- 311097#

EXHIBIT "B"

Collateral

1. All of OSO Technologies, Inc.'s ("OSO") machinery, equipment and supplies, appliances, computers and related equipment, tools, tooling, furniture, furnishings, fixtures, goods, inventory, raw material, work in process, finished goods and materials owned by OSO, general intangibles (including, without limitation, the items listed on the following attached pages), accounts, chattel paper, documents, instruments (whether negotiable or non-negotiable), investment property, money, contract rights, and rights to payment of any kind, if any; and all products, additions, accessions, replacement and substitutions for and of the foregoing collateral ("Collateral"); and all books and records with respect to all such Collateral.

2. To the extent not covered by paragraph 1, above, all proceeds of any or all of the Collateral, as the term "proceeds" is defined in revised Article 9 of the California Commercial Code.



US006101835A

United States Patent [19]

[11] Patent Number: 6,101,835

Butsch et al.

[45] Date of Patent: Aug. 15, 2000

[54] WATER AND ICE DISPENSING APPARATUS

5,603,230	2/1997	Tsai	62/390
5,667,103	9/1997	Donselman et al.	62/394
5,706,383	1/1998	Ware	165/61

[75] Inventors: Otto R. Butsch, Placentia; Charles I. Helton, Dana Point; Otto R. Butsch, Jr., Yorba Linda, all of Calif.

Primary Examiner—William E. Tapolcai
Attorney, Agent, or Firm—Kenneth J. Hovet

[73] Assignee: OSO Technologies, Rancho Cucamonga, Calif.

[57] ABSTRACT

[21] Appl. No.: 09/285,625

[22] Filed: Apr. 3, 1999

Related U.S. Application Data

[60] Provisional application No. 60/080,643, Apr. 3, 1998, and provisional application No. 60/080,644, Apr. 3, 1998.

[51] Int. Cl.⁷ B67D 5/62

[52] U.S. CL 62/390; 222/146.1

[58] Field of Search 62/390, 389, 391, 62/394, 395; 222/146.1; 165/61

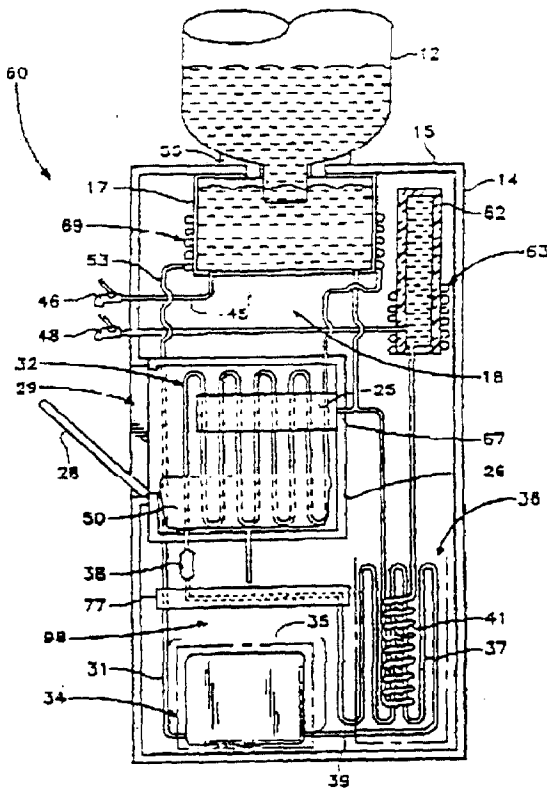
A water cooler is provided having a cabinet with water spigots and a door for accessing a refrigeration unit. The refrigeration unit includes a freezer compartment and may also include an icemaker. The cabinet interior contains a water reservoir which is supplied with water from a water bottle inverted in the top of the cabinet. Alternatively, the reservoir may be provided with an external source of water. In such case, an *E-Coli* sanitization module and a particulate water filter are provided. Cooling is effected with a compressor unit, condenser unit, an expansion valve and the refrigeration unit—all of which are interconnected with a closed loop coolant line. Predetermined segments of the coolant line are used to create freezing temperatures in the freezer compartment and non-freezing temperatures in a storage area, selected water lines and the reservoir. The condenser unit includes a condenser coil section which may be wrapped with ambient water for producing a supply of hot water. The coil section may also function to preheat ambient water that is moved to a hot water tank. The cabinet may include a pull-out section for placement of a water bottle in a lower chamber. In this case, a pump or air pressure is used to move water from the bottle into the interior heating and cooling system.

[56] References Cited

U.S. PATENT DOCUMENTS

3,429,140	2/1969	White	62/339
4,048,044	9/1977	Eibl	204/257
4,823,554	4/1989	Trachtenberg	62/3
4,881,380	11/1989	Mrigala et al.	62/389
5,108,563	4/1992	Cook	204/149
5,192,004	3/1993	Burrows	222/146.1
5,291,752	3/1994	Alvarez	62/344
5,405,052	4/1995	Sawyer	222/64
5,493,873	2/1996	Donselman et al.	62/390
5,577,393	11/1996	Donselman et al.	62/390

13 Claims, 10 Drawing Sheets



NO	PART NO.	DESCRIPTION	(\$\$/EACH)	INV. COUNT	AMOUNT
1	2111	Shell, Front	13.15	961	1262.40
2	2112	Shell, Side (2)	14.766	3721	5492.96
3	2113	Shell, Base	2.49	5831	1451.67
4	2114	Shell, Cap	5.084	51	259.28
5	2115	Shell, Cap POU	7.55	330	2491.50
6	2116	Door, Inner	13.45	307	2937.65
7	2117	Door, Outer	4.009	764	3075.00
8	2118	Gasket, Door Seal	10.948	20701	22580.06
9	2119	Insulation, Door	1.026	1405	1439.00
10	2120	Molding, Freezer	12.359	2501	3090.00
11	2121	Bezel, Front Freezer	16.50	12251	20013.50
12	2122	Tray, Drip	10.30	3991	4101.70
13	2123	Solder, Hot	1.73	6471	1119.66
14	2124	Solder, Cold	0.30	16371	4911.30
15	2125	Solder, Room Temp	0.30	4291	1287.00
16	2126	Washer, Solder (2)	0.125	5001	625.00
17	2127	Cover Back, Top	3.14	5101	1599.40
18	2128	Cover Back, Bottom	4.98	6701	3336.66
19	2129	Name Plate	0.06232		0.00
20	2130	Leveling Feet (4)	10.11	97751	10275.25
21	2131	Non-Spill System	7.30	5201	3790.00
22	2132	Cap, Bottled Water	0.36	10001	360.00
23	2211	Plate, Base	4.25	4041	1717.00
24	2212	Condenser	7.25	49521	35897.25
25	2213	Compressor 110V	25.33	24601	62141.30
26	2214	Washer, Comp Mntd (4)	0.0216	536051	1157.67
27	2215	Clib, Corner Mntd (4)	0.0271	261201	707.35
28	2216	Fan/Motor Assy 110V	13.50	46891	63111.50
29	2217	Shroud, Fan	0.567	3561	2017.95
30	2219	Driver	0.74	31201	2308.20
31	2220	Tube, Return 30" (C) 1/4	0.475	5581	265.05
32	2221-3	Tube, Hot Gas 17" (C) 5/16	0.34	14581	495.72
33	2221-5	Tube, Access 3/16" (C) 6"	0.1026	3151	323.79
34	2222	Tube, Process 15" (C) 1/4	0.238	3781	899.66
35	2223	Tube, Drive 15" (C) 5/16	0.30	4601	138.00
36	2225	Fan/Motor 220V	4.05	25481	10319.40
37	2226	Compressor 220V	36.27	3591	13115.93

INVENTORY AS OF 12/30/89

P. 2

NO	PART NO.	DESCRIPTION	\$/EACH	INV. COUNT	\$ AMOUNT
38	2311	Rail, Support (2)	1.94	956	1854.64
39	2312	Reservoir, Water	5.65	3177	17950.05
40	2313	Tube, Water Chill 39" (C) 1/4	1.41	414	583.74
41	2314	Support, Lower Freezer	2.00	571	1130.00
42	2315	Insulation, Reservoir	0.30	1093	328.90
43	2316	Tube, Water Feed	1.370	30	41.10
44	2317	Nut, Water Feed	0.632		
45	2318	Gasket, Water Feed	0.105	3250	341.25
46	2319	Valve, Wtr Distrib 110V	17.04	1600	27264.00
47	2320	Support, Reservoir	12.95	100	1295.00
48	2321	Separator, Tank	0.680	720	489.60
49	2322	Insulation, Base Reservoir	0.74	387	286.38
50	2323-0	Float, Cap, POU	0.70	929	650.30
51	2323-1	Valve, Float POU	4.37	1400	5918.00
52	2324	Valve, Wtr Distrib 220V	11.10	277	3074.70
53	2325	Tubing, Valve Wtr Dist W2x3/4 - 4" same as 2323)	1.45	2670	3871.50
54	2326	Tubing, Ice Maker Fill W2x3/4 - 10" same as 2325)			
55	2327	Shield, Tank	1.09	1000	1090.00
56	2328	Reservoir Insul, Support Panel	0.56	361	202.16
57	2329	Bracket, Water Valve	0.48	447	214.56
58	2330	Tubing, Float Wtr Feed 1/2"	0.09	1900	171.00
59	2331	Non-hot Water Plate	0.40		
60	2411	Tank, Hot Water 110V	21.00	138	2898.00
61	2412	Vent Hose, Hot Water 3"	0.10	300	30.00
62	2413	Vent Tube, Hot Water	0.65	3300	2145.00
63	2414	Thermostat, Hot Water	6.25	1788	11175.00
64	2415	Fuse, Thermostat Hot Water	0.40	4270	1708.00
65	2416	Bulkhead Fitting, Drain	1.30	1525	1982.50
66	2417	Tank, Hot Water 220V	21.00	38	798.00
67	2418	Plug, Bulkhead Fitting	0.20	1691	338.20
68	2419	Fitting, Camer 3/8" Tee	1.11	1975	2192.25
69	2420	Tubing, Room Temp. 5.0"	0.07		0.00
70	2421	Tubing, Inlet Hot Water SS	1.05	1081	1135.05
71	2422	Tubing, Drain Hot Water 1.95"	0.09		0.00
72	2423	Fitting, Solid	4.38	326	1427.88
73	2424	Insert, Fitting	0.534		

Sub Total 5114 300.73

PATENT
REEL: 012598 FRAME: 0687

INVENTORY AS OF 12/30/99

P 3

NO	PART NO	DESCRIPTION	\$/EACH	INV. COUNT	AMOUNT
74	2425	Insulation, Shield Hot Water	0.3525	3407	1200.97
75	2426	Vent Tube, Hot Water (Polar)	0.36		0.00
76	2511	Ice Maker 110V	25.07	1255	31509.35
77	2512	Evaporator	17.373	2505	43631.89
78	2513	Bucket, Ice	2.42	840	2041.00
79	2514-1	Insulation, Freezer Box Upper	11.29	164	172.36
80	2514-2	Insulation, Freezer Box Lower	11.29	104	1173.88
81	2514-3	Insulation, Freezer Box Side	10.35		
82	2515	Thermostat, Cold Control	4.59	454	2087.86
83	2516	Plastic Insat, Ice Maker Cover	0.01049	2500	2.62
84	2517	Ice Maker 220V	25.01	445	11208.45
85	2518	Panel, Freezer Back	1.215	705	858.33
86	2519	Tubing, Drain 3/8 x 1/2 x 14"	0.51	2004	1029.04
87	2520	Drain Tube 3-1/2"	0.14	150	21.00
88	2521	Clie Drain Tube	0.066	1100	72.60
89	2522	Gasket, Freezer Bezel	0.0015	3000	4.50
90	2611	Power Cord Assv 110V	0.35	323	113.05
91	2612	Thermostat, Jumper Wire	0.09	107	9.63
92	2613	Heater Element Wire	0.13	325	42.25
93	2614	Thermo. To Fuse Wire	0.03	47	1.41
94	2615	Thermo. to Compressor Wire	0.00	365	0.00
95	2616	Switch, Heater	0.13	1733	221.29
96	2617	Power Cord Assv 220V	3.29	130	427.70
97	2618	Power Cord Assv 110V	3.47	302	1048.14
98	2519	Power Cord Assv 220V	0.29	1311	380.19
99	2620	Wire Molding	0.13	3009	391.17

Sub Total 3116.054.81

GRAND TOTAL 3470.387.06

PART		MATERIALS AND HARDWARE			
ITEM	NO	DESCRIPTION	EACH	INV. COUNT	AMOUNT
1	3303	Plug, Hot Control	0.0219	2950	64.61
2	3309	Plug, Bulkhead Fitting	0.0364	2950	107.38
3	3310	10-Type Fasteners #9880 (9)	0.0423	17500	739.20
4	3311	#8 x 3/8" Self Tapping Hex Hd (50)	0.004	1000	4.00
5	3312	#10-32x1/2" Hex Hd Unslotted Stl Mtg Screw(A)	0.001	400	10.00
6	3313	#8 x 3/8" Hex Head Self Thrd Type 20 (A)	0.029	200	5.80
7	3314	#8 x 1/2" Acorn Hex Screw (A)			0.00
8	3315	#8 x 3/8" Acorn Hex Screw (A)	0.0098	500	4.90
9	3317	#8 x 1/2" Slotted Hex Hd Flange Zn AB Screw	0.0365		0.00
10	3319	Plastic Shoulder for Hinge (2)	0.0142	3200	101.04
11	3319	5/32" Rivet, Alum Head 160-125 Gro, Wkge 5)	0.037		0.00
12	3320	Hinge Assy (2)			0.00
13	3320-3	Hinge, Lower Door w/in	0.151	346	370.80
14	3320-4	Hinge, Lower Bezel	0.241	323	367.83
15	3320-5	Hinge, Lower Door w/in	0.151	304	959.10
16	3320-6	Hinge, Lower Bezel	0.241	381	323.14
17	3321	3-32x1/2" 18-8 SS 100deg Phillips Flat Hd (A)	0.0131		0.00
18	3322	3-32x3/8" 18-8 SS 100deg Phillips Flat Hd (A)	0.0191		0.00
19	3322	Twist Tie, Reserv, Insulation 35" (2)			0.00
20	3326	Refrigerant R134A (4 oz)	0.55	350	1242.50
21	3327	3-32x1/2 Phillips Truss SS Machine Screw(A)	0.0248		0.00
22	3328	8 x 1/2 Phillips Truss SS Sheet Metal (A)	0.0151		0.00
23	3329	8 x 3/8 Phillips Truss SS Sheet Metal (A)			0.00
24	3330	6 x 3/8 Phillips Truss SS Sheet Metal (2)	0.0165		0.00
25	3331	Electrical Tape, White			0.00
26	3332	Sealant, Panel Freezer Back	0.061	55	162.25
27	3335	Tones	0.051	3902	1255.70
28	3337	Insulation, Refrigeration Taping 74"	0.072	2171	390.51
29	3338	Sealing Compound			0.00
30	3339	Tape, Cork Insulation	0.331	31	13.12
31	3340	Tape, Door Gasket 12.5"x.25" 2-sided	0.251	264	66.25
32	3341	Sealing Tape, Insulation 35"			0.00
33	3342	Corrugated Box, Polar	2.7		0.00
34	3343	Corrugated Box, Kodiak	2.9		0.00
35	3344	Baggie 9-1/2 x 12	0.03	3000	30.00
36	3345-1	Documents			0.00
37	3345-2	Instructions, Polar			0.00
38	3345-3	Instructions, Kodiak			0.00
39	3345-7	Warning Notice, Install Plug (Hot)	0.0461		0.00

Sub Total

58,197.33

PATENT

1997-12-30

INVENTORY AS OF 12/30/99
 MATERIALS AND HARDWARE

P. 2

ITEM NO	PART NO	DESCRIPTION	ISS/EA	INV. COUNT	AMOUNT
40	0046	Cover, Shell cap	0.15	360	154.00
41	0047	Shipping Label			0.00
42	0048	Canon Staples			0.00
43	0049	Stretch Wrap			0.00
44	0050	Silver Solder			0.00
45	005	Soft Solder			0.00
46	0052	Copper Tubing 5/16" (Bulk)	0.04	5100	1024.00
47	0053	Copper Tubing 1/4" (Bulk)	0.09	1600	304.00
48	0054	Arrow, Red 0.25"			0.00
49	0055	Bandage 2" x 3"			0.00
50	0057	Wire Tie (5)	0.01	10000	100.00
51	0059	0.10" Access Valve	0.39	759	75.90
52	0060	1/4" Access Valve	0.39	195	180.00
53	0061	Bag, Poly		1050	0.00
54	0062	Grommet 1/8"	0.02	73	1.56
55	0063	Grommet 1/4"	0.03	1600	48.00

Sub Total 12,788.70

GRAND TOTAL 110,384.06

WIP AS OF 12/30/99

MODEL	QTY	\$/EACH	IS AMOUNT
P100-110V	33	265.4	8657.20
P102-110V	1	255.98	255.98
P103-220V	16	274.4	4390.40
P102-220V	1	271.93	271.93

SUB TOTAL \$13,785.51

MODEL	QTY	\$/EACH	IS AMOUNT
P100-110V	26	153.62	3994.12
P102-110V	2	151.2	302.40
P101-110V	12	219.67	2636.04
K100-110V	2	262.75	525.50
P103-220V	6	259.62	1557.72

SUB TOTAL \$12,023.02

GRAND TOTAL WIP \$25,808.53

FINISHED GOODS AS OF 12/30/99

MODEL	QTY	\$/EACH	IS AMOUNT
P101-110V	8	228.51	1828.08
P102-110V	10	271.34	2713.40
P103-110V	10	270.46	2704.60
K101-110V	5	247.60	1238.00
K102-110V	1	282.59	282.59
P101-220V	7	245.17	1716.19
P103-220V	26	279.46	7265.96
K102-220V	10	299.59	2995.90

GRAND TOTAL FG \$25,159.25

Stock Code:	HOT & COLD (D) - 110 VOLTS (Not in Boxes, With Door)	Qty @ 6	PLTS PCS	6 36
	HOT & COLD (D) - 110 VOLTS (Not in Boxes, Without Door)	Qty @ 6	PLTS PCS	1 6
	Totals for: HOT & COLD - 110 VOLTS		PLTS PCS	7 42
Stock Code:	HOT & COLD (D) - 220 VOLTS	Qty @ 6	PLTS PCS	1 6
		Qty @ 5	PLTS PCS	1 5
	Totals for: HOT & COLD - 220 VOLTS		PLTS PCS	2 11
Stock Code:	P103 - 220 VOLTS	Qty @ 6	PLTS PCS	23 138
	Totals for: P103 - 220 VOLTS		PLTS PCS	23 138
Stock Code:	K102 - 220 VOLTS	Qty @ 6	PLTS PCS	18 108
	Totals for: K102 - 220 VOLTS		PLTS PCS	18 108
		TOTALS	PLTS PCS	50 299

GRANGE COAST MOVING SYSTEMS, INC.
187 N. ASPEN AVE.
AZUSA, CA 91702
(909) 409-0287

6/16/01

NO 1221

SHIPPER: Sheriff's/Orsi Technologies
ADDRESS: 4125 Archibald
CITY/STATE: Burbank, CA
CONTACT: 818-247-1154
PHONE: [blank]
SHIPPER: Sheriff's Technologies
ADDRESS: [blank]
CITY/STATE: [blank]
CONTACT: [blank]
PHONE: [blank]

Equipment	Qty	Rate	Time	Time Out	3	4	5
MATT	DRIVER	6.00	3.00				
MARIO	DRIVER	6.00	3.00				
SCOTT	HELPER	6.00	3.00				
LARRY	HELPER	6.00	3.00				
MATT JR	HELPER	6.00	3.00				
DARREN	HELPER	6.00	3.00				

5 7 8 9 10 11 12 1 2 3 4 5 6

VALUATION

Shipment is required to meet this standard unless shipping and handling charges are shown in writing for each item. The carrier's liability is limited to the actual cash value of the goods unless the shipper has declared a value in excess of the actual cash value. The carrier's liability is limited to the actual cash value of the goods unless the shipper has declared a value in excess of the actual cash value. The carrier's liability is limited to the actual cash value of the goods unless the shipper has declared a value in excess of the actual cash value.

2 - 2 - 9 = 1100
1 - 9 = 3500
1 - 9 = 1400

55 Fuel See charge

TRAILER # 4605, SEAL # 275005, CO3, CO1, CO7, CO2, O10, O04, P15.

SALES TAX
TOTAL PRICE 4400 = SEAL # 275005

CUSTOMER AGREES THAT TITLE TO ALL PACKING MATERIALS AND OTHER PROPERTY SOLD TO CUSTOMER PASSES TO CUSTOMER PRIOR TO THE COMMENCEMENT OF THE MOVING OPERATION.
ORIGINAL: [Signature]
CUSTOMER SIGNATURE: [Signature]
CARRIER SIGNATURE: [Signature]
TOTAL: [blank]
FREIGHT: [blank]
SEAL TO COLLECT: [blank]

85/25/2881 10:24

88994845//

SHERIFF COURT SVCS

PAGE 00

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO. 00

ORANGE COUNTY REPAIR SYSTEMS, INC.
CAL P.U.C. T158319

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR GEL NO.

ORIGIN ADDRESS

CITY

STATE

COURT SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

RECEPTION SYMBOLS

LOCATION SYMBOLS

SW - BLACK & WHITE TV
C - CORDLESS TV
ST - STEREO
P - PIANO
D - DRESSER
S - SINK

180 - ORGANIZABLE BY OWNER
181 - PROFESSIONAL BOOKS
182 - PROFESSIONAL EQUIPMENT
183 - PROFESSIONAL TOOLS
184 - PROFESSIONAL INSTRUMENTS

32 - BENT
33 - CRACKED
34 - BURNED
35 - STAINED
36 - DISCOLORED
37 - MISSING
38 - UNKNOWN

D - DAMAGED
F - FADING
G - GROUND
H - HUNG
I - INCOMPLETE
J - JAMMED
K - KEPT
L - LOST
M - MISSING
N - NOT FOUND
O - OIL
P - PAINT
Q - QUARTZ
R - RUSTY
S - SPLIT
T - TORN
U - UNSTABLE
V - VIBRATION
W - WORN
X - X-RAYED
Y - YACHT
Z - ZIPPED

30 - COLORED
31 - LAMINATED
32 - STRETCHED
33 - TORN
34 - SMALL HOLE
35 - CRACKED

A - AIR
B - BOTTOM
C - CORNER
D - DOOR
E - END
F - FEET
G - FRONT
H - HANDLE
I - INSIDE
J - JOINT
K - KNOB
L - LEG
M - MIDDLE
N - NAIL
O - OUTLET
P - PANEL
Q - QUARTZ
R - RUSTY
S - SPLIT
T - TORN
U - UNSTABLE
V - VIBRATION
W - WORN
X - X-RAYED
Y - YACHT
Z - ZIPPED

1 - RIGHT
2 - LEFT
3 - TOP
4 - BOTTOM
5 - FRONT
6 - BACK
7 - INSIDE
8 - OUTSIDE
9 - CENTER
10 - SIDE
11 - END
12 - JOINT
13 - KNOB
14 - LEG
15 - MIDDLE
16 - NAIL
17 - PANEL
18 - QUARTZ
19 - RUSTY
20 - SPLIT
21 - TORN
22 - UNSTABLE
23 - VIBRATION
24 - WORN
25 - X-RAYED
26 - YACHT
27 - ZIPPED

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	ARTICLE	CONDITION AT ORIGIN	REMARKS/EXCEPTIONS AT DESTINATION	ITEM NO.
1	SIDE CHAIR			1
2	DESK CHAIR			2
3	4 DR FILE			3
4	4 DR FILE			4
5	4 DR FILE			5
6	2 DR FILE	TOP DRAWER DOES NOT CLOSE		6
7	BOOK CASE			7
8	DESK			8
9	1111 RETURN			9
0	LARGE DESK			0
1				1
2	SIDE CHAIR			2
3	SIDE CHAIR			3
4	WIRE CHAIR			4
5	DESK CHAIR			5
6	DESK CHAIR			6
7	4 DR FILE			7
8	4 DR FILE			8
9	4 DR FILE			9
0	DESK			0
1	DESK RETURN			1
2	DESK CHAIR			2
3	SIDE CHAIR			3
4	WATER COOLER			4
5	CALIBER WITH TANK			5
6	SIDE CHAIR			6
7	SIDE CHAIR			7
8	SIDE CHAIR			8
9	SIDE CHAIR			9
0	DESK CHAIR			0

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS RECEIVED AND OF THE STATE OF THE GOODS RECEIVED BEFORE SIGNING CHECK SHIPMENT. COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

WARNING

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE
OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE		OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE

CHASE COAST LOGGING SYSTEMS, INC.
CAL P.U.C. T156819

AGENT

PAGE NO.

NO. OF PAGES

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR CBL NO.

ORIGIN ADDRESS

CITY

STATE

COMM. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

01 - BLACK & WHITE TV
02 - COLOR TV
03 - VCR
04 - VHS VCR
05 - VHS VCR
06 - VHS VCR
07 - VHS VCR
08 - VHS VCR
09 - VHS VCR
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99 - VHS VCR
00 - VHS VCR

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR REF	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1		DISH RACK CP			1
2		4.5 CTN CP			2
3		1.5 CTN CP			3
4		4.5 CTN CP			4
5		1.5 CTN CP			5
6		1.5 CTN CP			6
7		SIDE CHAIR			7
8		SIDE CHAIR			8
9		DESK			9
10		SIDE CHAIR			0
1		CADENZA / LODGE			1
2		4.5 CTN CP			2
3		DISH RACK CP			3
4		MED CTN CP			4
5		1.5 CTN CP			5
6		1.5 CTN CP			6
7		MED CTN CP			7
8		4.5 CTN CP			8
9		4.5 CTN CP			9
10		DESK			0
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WILBIL INC. 1100019

OWNER'S GRADE OR RATING AND NAME		CONTRACT OR DEL. NO.
ORIGIN LOADING ADDRESS	CITY	STATE
DESTINATION		GOVT SERVICE ORDER NO.
		VAN NUMBER

DESCRIPTIVE SYMBOLS		EXCEPTION SYMBOLS			LOCATION SYMBOLS		
000 - DRAIN FILLER BY OWNER	30 - 30" TALL	0 - DENTED	10 - MOTTLED	20 - BOLD	1 - AFT	8 - RIGHT	18 - CASE
001 - PROFESSIONAL BOOKS	31 - 36" TALL	1 - Faded	11 - MISC	30 - STAINED	2 - BOTTOM	9 - LEFT	19 - DAMAGED
002 - PROFESSIONAL EQUIP. KIT	32 - 42" TALL	2 - CRACKED	12 - RUSTED	40 - STAINED	3 - CORNER	10 - TOP	20 - DODG
003 - PROFESSIONAL PAPER	33 - 48" TALL	3 - LOOSE	13 - RUBBED	50 - STAINED	4 - FRONT	11 - CENTER	21 - DODG
004 - MECHANICAL CONDITION	34 - 54" TALL	4 - WARRIED	14 - ACID-DAMAGED	60 - STAINED	5 - LEFT	12 - EDGE	22 - HANDWR
	35 - 60" TALL	5 - WARRIED	15 - ALABAST	70 - CRACKED	6 - REAR	13 - CORNER	

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	QTY	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS IF ANY AT DESTINATION	ITEM NO.
1		U.S. STAL. CP.			1
2		SIDE CHAIR			2
3		SIDE CHAIR			3
4		DESK CHAIR			4
5		U.S. STAL. CP.			5
6		U.S. STAL. CP.			6
7		U.S. STAL. CP.			7
8		U.S. STAL. CP.			8
9		OFFICE CHAIR			9
10		OFFICE CHAIR			10
11		OFFICE CHAIR			11
12		OFFICE CHAIR			12
13		SMALL ROUND (CONE) TABLE			13
14		U.S. STAL. CP.			14
15		U.S. STAL. CP.			15
16		WATER COOLER			16
17		LARGE (CONE) TABLE TOP			17
18		4 DR. FILE			18
19		BRAKE ROOM CHAIR			19
20					20
21					21
22					22
23		BRAKE ROOM CHAIR			23
24		FOLDING TABLE			24
25		U.S. STAL. PRINTER CP.			25
26		LARGE CHAIR COPIER MCH.			26
27		SMALL FOLDING STAND			27
28		WATER COOLER			28
29		U.S. STAL. CP.			29
30		U.S. STAL. CP.			30

REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 30 INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING BEFORE SIGNING OR CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)		DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)		DATE
(SIGNATURE)			(SIGNATURE)		
OWNER OR AUTHORIZED AGENT		DATE	OWNER OR AUTHORIZED AGENT		DATE
(SIGNATURE)			(SIGNATURE)		

WILBIN PRINTING INC., 1290 MOTOR PARKWAY, ISLANDIA, NY 11749 (631) 582-8900

FHFM 11/94 REV. 3/99

ORANGE COAST HOVING SYSTEMS, INC.
 CAL P.U.C. T156819

AGENT

CONTRACTOR'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

SM - BLACK & WHITE TV
 CL - COLOR TV
 CR - CARRIER PACKED
 PR - PACKED BY OWNER
 CO - CARRIER DISASSEMBLED
 SW - SWITCH WRAPPED

CR - CRASHABLE BY OWNER
 PR - PROFESSIONAL BOOKS
 CR - CRASHABLE BY OWNER
 PR - PROFESSIONAL BOOKS
 CR - CRASHABLE BY OWNER
 PR - PROFESSIONAL BOOKS

CR - CRASHABLE BY OWNER
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 CR - CRASHABLE BY OWNER
 PR - PROFESSIONAL BOOKS
 CR - CRASHABLE BY OWNER
 PR - PROFESSIONAL BOOKS

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR REF.	ARTICLE	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1		WATER COOLER	CU		1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1		WATER COOLER	CU		1

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED.
 BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

WARNING →

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
(SIGNATURE)			(SIGNATURE)	
OWNER OR AUTHORIZED AGENT	DATE		OWNER OR AUTHORIZED AGENT	DATE
(SIGNATURE) <i>Mona Davis</i>	6/16/01		(SIGNATURE)	

ORANGE COAST MOVING SYSTEMS, INC.
 CAL P.U.C. T156819

OWNER'S GRADE OR RATING AND NAME		CARRIERS REFERENCE NO.
ORIGIN (LOADING) ADDRESS		CITY STATE
DESTINATION		CONTRACT OR SBL NO.
		WWW SERVICE ORDER NO.
		VAN NUMBER

DESCRIPTIVE SYMBOLS
 SW - BLACK & WHITE TV
 CL - COLOR TV
 LP - LEAD ACID BATTERY
 MC - MOUNTED BY OWNER
 CD - CABLE & DISCONNECT PLUG
 SW - STRETCH WRAPPED

EXCEPTION SYMBOLS
 D - DENTED
 P - PILED
 C - CRACKED
 W - WASHED
 M - MARKED
 W - WORN

LOCATION SYMBOLS
 1 - TOP
 2 - BOTTOM
 3 - CORNER
 4 - FRONT
 5 - LEFT
 6 - LEGS
 7 - BEAM

ITEM NO.	ARTICLE	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1	water cooler	CU		1
2				2
3				3
4				4
5				5
6				6
7				7
8				8
9				9
0				0
1				1
2				2
3				3
4				4
5				5
6				6
7				7
8				8
9				9
0				0
20				1
1				2
2				3
3				4
4				5
5				6
6				7
7				8
8				9
9				0
30	water cooler			

ITEM NO. REMARKS/EXCEPTIONS

WARNING - I HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 30 INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND IN THE STATE OF THE GOODS RECEIVED. BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (OWNER)		DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)		DATE
(SIGNATURE)			(SIGNATURE)		
OWNER OR AUTHORIZED AGENT		DATE	OWNER OR AUTHORIZED AGENT		DATE
(SIGNATURE) <i>Paul Davis</i>		6/6/01	(SIGNATURE)		

85/25/2001 12:24

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SHERIFF COURT SVCS

PAGE 09

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO.

NO. OF PAGES

ORANGE COAST BOVINE SYSTEMS, INC.
CAL P.U.C. T156819

AGENT

CARRIER'S RECEIPT NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR OBL. NO.

ORIGIN-LOADING ADDRESS

CITY

STATE

GOVT SERVICE CHECK NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

00 - BLOCK & WEIGHT
01 - COLOR
02 - NUMBER OF PAIRS
03 - NUMBER OF PAGES
04 - NUMBER OF SHEETS
05 - NUMBER OF STAPLES
06 - NUMBER OF RINGS
07 - NUMBER OF HOLES
08 - NUMBER OF TAPS
09 - NUMBER OF POINTS
10 - NUMBER OF POINTS

100 - DISASSEMBLED BY OWNER
101 - PROFESSIONAL BOOK
102 - PROFESSIONAL EQUIPMENT
103 - PROFESSIONAL PAPER
104 - PROFESSIONAL PAPER
105 - MECHANICAL CONDITION
106 - MECHANICAL CONDITION

30 - SOFT
31 - STONE
32 - ALUMINUM
33 - COPPER
34 - BRASS
35 - STEEL
36 - WOOD
37 - GLASS
38 - CERAMIC
39 - OTHER

40 - DAMAGED
41 - RIPPED
42 - BOUNDED
43 - LACED
44 - MARKED
45 - MARKED
46 - MARKED
47 - MARKED
48 - MARKED
49 - MARKED

50 - DUAL
51 - STRIPES
52 - STRIPES
53 - STRIPES
54 - STRIPES
55 - STRIPES
56 - STRIPES
57 - STRIPES
58 - STRIPES
59 - STRIPES

60 - 100%
61 - 75%
62 - 50%
63 - 25%
64 - 10%
65 - 5%
66 - 1%
67 - 0%
68 - 0%
69 - 0%

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR REC	ARTICLE	CONDITION AT ORIGIN	ITEM #/L
1		LARGE COOL COOLER	"	1
2		LARGE COOL COOLER	"	2
3		LARGE COOL COOLER	"	3
4		WATER COOLER	CU	4
5				5
6				6
7				7
8				8
9				9
10				10
11				11
12				12
13				13
14				14
15				15
16				16
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90				90
91				91
92				92
93				93
94				94
95				95
96				96
97				97
98				98
99				99
100				100

ITEM NO. REMARKS/EXCEPTIONS

I HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 100 AND I ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED.

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (OWNER)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	SIGNATURE	DATE		SIGNATURE	DATE
	OWNER OR AUTHORIZED AGENT	DATE		OWNER OR AUTHORIZED AGENT	DATE
	SIGNATURE	DATE		SIGNATURE	DATE

MILRIN PRINTING INC., 1290 MOTOR PARKWAY, ISLANDIA, NY 11749 (631) 582-5900

FORM 1190-S REV. 5/89

PATENT REEL: 012598 FRAME: 0700

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO

NO. OF PAGES

ORANGE COAST MOVING SYSTEMS, INC.
CAL. P.U.C. T156819

AGENT

CONTAINER RECORDING NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR G.S. NO.

ORIGIN (LOADING ADDRESS)

CITY

STATE

UNIVE. SERVICE UNDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

01 - BLACK & WHITE TV
02 - COLOR TV
03 - CAMERA PHONES
04 - RECORDERS OF SOUND
05 - CAMERAS (CASSETTE)
06 - STEREO EQUIPMENT

07 - DISK/CD ROMS BY OWNER
08 - PROFESSIONAL BOOKS
09 - PROFESSIONAL EQUIPMENT
10 - TECHNICAL PUBLICATIONS
11 - TECHNICAL PUBLICATIONS
12 - MECHANICAL COMPUTER
UNKNOWN

01 - BENT
02 - BROKEN
03 - CRACKED
04 - DAMAGED
05 - DENTED
06 - MISSING
07 - MISSING
08 - MISSING
09 - MISSING
10 - MISSING
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100 - MISSING

01 - BENT
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99 - MISSING
100 - MISSING

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	ARTICLES	CONDITION AT ORIGIN	ITEM NO.
1	1.5 CD ROM CD		1
2	1.5 CD ROM CD		2
3			3
4			4
5			5
6			6
7			7
8	1.5 CD ROM CD		8
9	1.5 CD ROM CD		9
10	1.5 CD ROM CD		10
1	DISK PACK CD COVER PART		1
2			2
3			3
4			4
5			5
6			6
7	DISK PACK CD COVER PART		7
8	LARGE VIEWING COMPACT SCREEN - 10.4"		8
9	SIDE CHAIRS		9
10			10
1			1
2			2
3			3
4	DESK CHAIR		4
5			5
6			6
7	SIDE CHAIR		7
8			8
9			9
10	SIDE CHAIR		10

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 100 INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED.

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (OWNER)	DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (OWNER)	DATE
(SIGNATURE)	DATE	(SIGNATURE)	DATE
OWNER OR AUTHORIZED AGENT	DATE	OWNER OR AUTHORIZED AGENT	DATE
(SIGNATURE)	DATE	(SIGNATURE)	DATE

AT ORIGIN

AT DESTINATION

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (OWNER)

OWNER OR AUTHORIZED AGENT

DATE

DATE

DATE

DATE

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO.

NO. OF PAGES

ORANGE COAST MOVING SYSTEMS, INC.
CAL P.U.C. 7156319

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR ORL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

CONF. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

01 - BLACK & WHITE TV
02 - COLOR TV
03 - COMPACT REFRIG.
04 - REFRIG. BY OTHER
05 - REFRIG. BY OTHER
06 - REFRIG. BY OTHER

07 - DISHWASHER BY OWNER
08 - WASHING MACHINE
09 - DRYER
10 - WASHING MACHINE
11 - MECHANICAL COOKING
12 - UNKNOWN

13 - SEAT
14 - CHAIR
15 - BENCH
16 - CUPBOARD
17 - COUNTER
18 - COUNTER
19 - COUNTER

20 - FINISHED
21 - STAINED
22 - STAINED
23 - STAINED
24 - STAINED
25 - STAINED
26 - STAINED
27 - STAINED
28 - STAINED
29 - STAINED
30 - STAINED

31 - COLES
32 - STAINED
33 - STAINED
34 - STAINED
35 - STAINED
36 - STAINED
37 - STAINED
38 - STAINED
39 - STAINED
40 - STAINED

41 - FRONT
42 - TOP
43 - TOP
44 - TOP
45 - TOP
46 - TOP
47 - TOP
48 - TOP
49 - TOP
50 - TOP

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR REF	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1		1.5 TV	CD		1
2		1.5 TV	CD		2
3		SMALL TV	CD		3
4		1.5 TV	CD		4
5		4 DR. FILE			5
6		4 DR. FILE			6
7		4 DR. FILE			7
8		4 DR. FILE			8
9		TRAIL ROOM CASE			9
10		BOOK CASE			10
1		4 DR. FILE			1
2		DESK			2
3		DESK			3
4		RETURN			4
5		LARGE WORK BENCH			5
6		LARGE WORK BENCH			6
7		BOOK CASE			7
8		4 DR. FILE			8
9		2 DR. FILE			9
10		LOSERJET PRINTER			10
1		DESK			1
2		RETURN			2
3		LARGE COMPUTER SCREEN VIEW MONITOR			3
4		HEWLETT PACKARD DESIGNJET 4500 S. MONITOR			4
5		COMPUTER DESK			5
6		COMPUTER DESK TOP			6
7		CONF. TABLE BASE			7
8		CONF. TABLE BASE			8
9		CONF. TABLE BASE			9
10		OFFICE CHAIR			10

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 10 INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

TAPE LOT NO. NOS. FROM TAPE COLOR THRU

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	(SIGNATURE)			(SIGNATURE)	
	OWNER OR AUTHORIZED AGENT	DATE		OWNER OR AUTHORIZED AGENT	DATE
	(SIGNATURE) <i>Paul Davis</i>	<i>6/6/01</i>		(SIGNATURE)	

FORM 1190-S REV. 5/99

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO.

NO. OF PAGES

GRANDE COAST AVIATION SYSTEMS, INC.
CAL P.U.C. T156819

AGENT

CARRIER'S RECEIPT NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR OBL. NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORIGIN NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

- 01 - BLACK & WHITE TV
- 02 - COLOR TV
- 03 - CROWNED HEAD
- 04 - FACED BY OWNER
- 05 - LARGE SQUARE BLUE
- 06 - STRETCH WRAPPED

- 080 - DISASSEMBLED BY OWNER
- 081 - PROFESSIONAL GOOD
- 082 - PROFESSIONAL NEW PART
- 083 - PROFESSIONAL PARTS
- 084 - MEDIAN QUALITY PART
- 085 - UNKNOWN

- 09 - BENT
- 10 - BROKEN
- 11 - BURNED
- 12 - CRACKED
- 13 - DAMAGED
- 14 - DENTED
- 15 - DIRT
- 16 - DISCOLORATION

- 0 - DENIED
- 1 - ADDED
- 2 - DROPPED
- 3 - EXCESS
- 4 - MISSING
- 5 - MISSING
- 6 - MISSING
- 7 - MISSING
- 8 - MISSING
- 9 - MISSING
- 10 - MISSING
- 11 - MISSING
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- 99 - MISSING

- 1 - ARM
- 2 - BOTTOM
- 3 - CORNER
- 4 - FRONT
- 5 - LEFT
- 6 - RIGHT
- 7 - TOP
- 8 - TOP
- 9 - TOP
- 10 - TOP
- 11 - TOP
- 12 - TOP
- 13 - TOP
- 14 - TOP
- 15 - TOP
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NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR. REF.	ARTICLES	CONDITION AT ORIGIN	REMARKS/EXCEPTIONS	ITEM NO.
1		FOLDING TABLE			1
2					2
3					3
4					4
5		FOLDING TABLE			5
6		1.5 CTN CP			6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8		1.5 CTN CP			8
9		3.0 CTN CP			9
10		3.0 CTN CP			10
1		SMALL CTN PBO			1
2					2
3		SMALL CTN PBO			3
4		MED CTN			4
5					5
6		MED CTN PBO			6
7		TOOL BOOK			7
8		TALL OFFICE CHAIR			8
9		WATER COOLER			9
10		WATER COOLER SMALL MODEL			10

ITEM NO. REMARKS/EXCEPTIONS

I HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 10 INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

TAPE LOT NO.

TAPE COLOR

NOS. FROM

THRU

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (UNIFORM)	DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	(SIGNATURE)		(SIGNATURE)	
	OWNER OR AUTHORIZED AGENT	DATE	OWNER OR AUTHORIZED AGENT	DATE
	(SIGNATURE) <i>Maria Davis</i>	6-16-01	(SIGNATURE)	

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO.

NO. OF PAGES

ORANGE COAST MOVING SYSTEMS, INC.
CAL P.U.C. T156819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR CBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SOURCE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

AW - BLACK & WHITE TV
CO - COLORED TV
AP - APPLIANCE PACKED
PO - PACKED BY OWNER
SO - SURFACE DAMAGE PACKED
SM - STRUTCH MARKED

HO - DISASSEMBLED BY OWNER
PR - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
PC - PROFESSIONAL COLLECTION
LW - LEADERSHIP

EC - CRACK
EA - SPOKEN
EU - BURNED
ED - DAMAGED
CO - CONTENTS
E - CONDITION UNKNOWN

EXCEPTION SYMBOLS

D - DAMAGED
A - AGED
C - CRACKED
L - LACK
W - WARRIED
M - MISLAD

MO - MOTH EATEN
P - PEELING
R - RUSTED
M - MISTLE
S - STAINED
S - STAINED
S - STAINED
S - STAINED
S - STAINED
S - STAINED

LOCATION SYMBOLS

1 - FRONT
2 - REAR
3 - TOP
4 - BOTTOM
5 - CENTER
6 - SIDE
7 - END
8 - CORNER
9 - OTHER

NOTE: THE OMISSION OF THESE SYMBOLS INDICATED GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR. REP.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS OF LIST AT DESTINATION	ITEM NO.
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0

WATER COOLER CU

WATER COOLER CU

COOLER CU QC PARTS

COOLER CU QC PARTS

COOLER CU QC PARTS

COOLER CU QC PARTS

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

TAPE LOT NO. TAPE COLOR
NOS. FROM THRU

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	(SIGNATURE)		(SIGNATURE)	
	OWNER OR AUTHORIZED AGENT	DATE	OWNER OR AUTHORIZED AGENT	DATE
	(SIGNATURE)		(SIGNATURE)	

Maria Davis 6/16/01

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO.

NO. OF PAGES

ORANGE COAST MOVING SYSTEMS, INC.
CAL P.U.C. 7156819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

DATE SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

SW - BLACK & WHITE
DT - COLOR TV
CP - CARRIER PACKAGED
PP - PACKED BY OWNER
CO - CARRIER OBLIGATED
OW - OTHER WRAPPED

DBO - DISASSEMBLED BY OWNER
FO - PROFESSIONAL FOODS
PO - PROFESSIONAL PAPERS
MO - MECHANICAL PARTS
MCO - MECHANICAL CONDITION
UN - UNKNOWN

SE - SEAT
EM - EMERALD
QI - QUARTZ
CO - COIN
CO - COIN
CO - COIN
CO - COIN

D - DENTED
F - FOLDED
G - GOUGED
L - LUCKY
M - MARKED
W - WILSON
N - NOTICED
R - RUSTED
A - RUBBED
S - SPLIT
H - HUNG
SC - SCRATCHED
SH - SHIRT
S - STAINED
ST - STAINED
S - STITCHED
T - TORN
V - VENT
W - WASHED
Z - ZIPPED

1 - 1ST FLOOR
2 - 2ND FLOOR
3 - 3RD FLOOR
4 - 4TH FLOOR
5 - 5TH FLOOR
6 - 6TH FLOOR
7 - 7TH FLOOR
8 - 8TH FLOOR
9 - 9TH FLOOR
10 - 10TH FLOOR
11 - 11TH FLOOR
12 - 12TH FLOOR
13 - 13TH FLOOR
14 - 14TH FLOOR
15 - 15TH FLOOR
16 - 16TH FLOOR
17 - 17TH FLOOR
18 - 18TH FLOOR
19 - 19TH FLOOR
20 - 20TH FLOOR

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR

ITEM NO.	OR. DEF.	ARTICLES	CONDITION AT ORIGIN	INSTRUCTIONS OF AGENT AT DESTINATION	ITEM NO.
1		SMALL LTW PBD			1
2					2
3					3
4					4
5		SMALL LTW PBD			5
6					6
7					7
8					8
9					9
20					20
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10		FOLDING TABLE			10
1		3.0 CTW CP			1
2		2.0 CTW CP			2
3		3.0 CTW CP			3
4		1.5 CTW CP			4
5		4.0 CTW CP			5
6					6
7					7
8					8
9					9
10					10
1		2.5 CTW CP			1
2		1.5 CTW CP			2
3		1.5 CTW CP			3
4					4
5					5
6					6
7					7
8					8
9					9
10					10

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 10 INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED.
WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (OWNER)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
(SIGNATURE)			(SIGNATURE)	
OWNER OR AUTHORIZED AGENT	DATE		OWNER OR AUTHORIZED AGENT	DATE
(SIGNATURE) <i>Mona Davis</i>	6/20/01		(SIGNATURE)	

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME _____ CONTRACT OR DEL. NO. _____
 ORIGIN ADDRESS _____ CITY _____ STATE _____ GOVT. SERVICE ORDER NO. _____
 DESTINATION _____ VAN NUMBER _____

DESCRIPTIVE SYMBOLS		EXCEPTION SYMBOLS			LOCATION SYMBOLS			
1. BROWN	20. OBTAINED BY OWNER	M. DIRT	1. WHITE	10. HOLES	1. A1	1. A1	1. A1	1. A1
2. COLOR TV	21. PROFESSIONAL BOOKS	N. RUST	2. BROWN	11. STAINED	2. A2	2. A2	2. A2	2. A2
3. CAMERA	22. PROFESSIONAL EQUIPMENT	O. CRACKS	3. GREEN	12. STITCHES	3. A3	3. A3	3. A3	3. A3
4. RUGGED BY OWNER	23. PROFESSIONAL PAPERS	P. HOLE	4. YELLOW	13. TEAR	4. A4	4. A4	4. A4	4. A4
5. SURFACE DAMAGED BY CARRIER	24. PROFESSIONAL CONDITION	Q. CORRUPT	5. MARRED	14. BACK MARK	5. A5	5. A5	5. A5	5. A5
6. PROFESSIONAL EQUIPMENT	25. UNUSUAL	R. CORRUPT	6. MUD	15. CRACKS	6. A6	6. A6	6. A6	6. A6

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR

ITEM NO.	OR. REF.	ARTICLES	CONDITION AT ORIGIN	QUANTITY	DESCRIPTIONS IF ANY AT DESTINATION	ITEM NO.
1		1.5 CTN CP				1
2		1.5 CTN CP				2
3		30 CTN CP				3
4		DISH PACK CP	COOLER			4
5						5
6						6
7						7
8						8
9						9
10						10
11						11
12						12
13		DISH PACK CP	COOLER			13
14		DISH PACK CP	COOLER			14
15		4.5 CTN CP				15
16		4.5 CTN CP				16
17		CHAIR				17
18		WATER COOLER				18
19		FRIDGE				19
20		PULLER				20
21		LARGE CTN PBO				21
22		FLAT CTN PBO				22
23		FLAT CTN PBO				23
24		SMALL CTN PBO TRIPOD				24
25		TRIPPOD PART OF COOLER				25
26		FLAT WHITE (P/B) CTN				26
27		CHAMP PBO				27
28		CHAMP PBO				28
29		LARGE WHITE BOARD				29
30		LARGE WHITE BOARD				30

ITEM NO. REMARKS/EXCEPTIONS _____

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO _____ INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING → BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

TAPE LOT NO. _____ TAPE COLOR _____
 NO. FROM _____ THRU _____

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	(SIGNATURE)			(SIGNATURE)	
	OWNER OR AUTHORIZED AGENT	DATE	OWNER OR AUTHORIZED AGENT	OWNER OR AUTHORIZED AGENT	DATE
	(SIGNATURE) <i>Mark Davis</i>	6-16-01	(SIGNATURE)	(SIGNATURE)	

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO. NO. OF PAGES

ORANGE COAST SYSTEMS, INC.
CAL.P.U.C. T156319

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

PLAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

01 - BLACK & WHITE TV
02 - COLOR TV
03 - SHIRT IRON
04 - IRONED BY OWNER
05 - IRONED BY OTHER
06 - SHIRTS IRONED
07 - SHIRT IRONED

08 - DISASSEMBLED BY OWNER
09 - PROFESSIONAL SERVICE
10 - PROFESSIONAL SERVICE
11 - PROFESSIONAL SERVICE
12 - MECHANICAL CONDITION
13 - MECHANICAL CONDITION
14 - MECHANICAL CONDITION

15 - BENT
16 - BROKEN
17 - BURNED
18 - CRACKED
19 - DAMAGED
20 - DENTED
21 - DENTED
22 - DENTED
23 - DENTED
24 - DENTED
25 - DENTED
26 - DENTED
27 - DENTED
28 - DENTED
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96 - BENT
97 - BENT
98 - BENT
99 - BENT
100 - BENT

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (if any)	ITEM NO.
2	SHARP DODGE			2
3	1-3 CTN. CP.			3
4	1-3 CTN. CP.			4
5	SMALL CTN. PRO			5
6	SMALL CTN. PRO			6
7	ATTACHED BOWLS CASE EMPTY			7
8	CHAIR			8
9	BOX OF PADDED PRO			9
0	FOLD TABLE			0
1				1
2				2
3				3
4				4
5				5
6				6
7				7
8				8
9				9
0				0
1				1
2				2
3				3
4				4
5				5
6				6
7				7
8				8
9				9
0				0

ITEM NO. REMARKS/EXCEPTIONS

WE HEREBY CERTIFY THAT THE ITEMS LISTED AND NUMBERED 1 TO [] INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS WHEN RECEIVED

TAPE LOT NO. NOS. FROM TO
TAPES (2) OR THRU

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (SHIPPER) (SIGNATURE) OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE 6-15-01	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE) OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE
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SAN BERNARDINO COUNTY
SHERIFF'S COURT SERVICES BUREAU

KEEPER'S INVENTORY

Date: 07-02-01 Case No.: BC247168 Page No. 1 of 1

SEDA INDUSTRIES, LLC vs. OSO TECHNOLOGIES, INC.; VIPIN SAHGAL

Inventory of property under levy at: RANCHO DIVISION

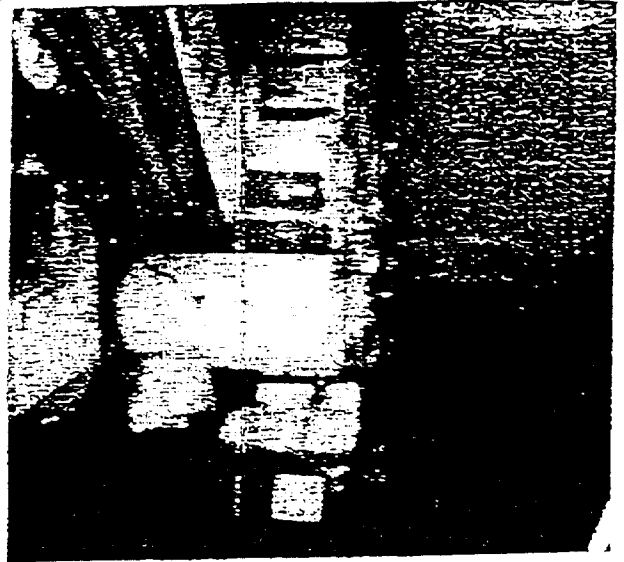
ITEM	QUANTITY	DESCRIPTION
1	Photo # 1	assorted water-coolers
2		and MISC. PARTS
3	Photo # 2	assorted water-coolers
4	Photo # 3	" " " and MISC. PARTS
5	Photo # 4	assorted Cooler Parts
6	Photo # 5	Boxed water-coolers
7	Photo # 6	MISC. water-cooler parts
8	Photo # 7	unfinished water-coolers
9	Photo # 8	MISC. Cooler Parts & Styrofoam Parts
10	Photo # 9	MISC. Cooler Parts & Styrofoam Parts
11	Photo # 10	STYROFOAM & MISC. PARTS FOR WATER COOLER
12		
13		
14		
15		
16		
17		
18		
19		
20		

Signed M. R. L. Mc Coy
(Keeper)

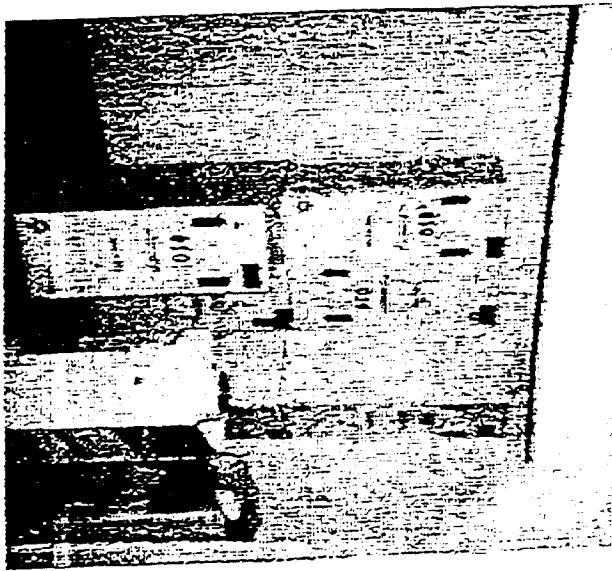
44



41



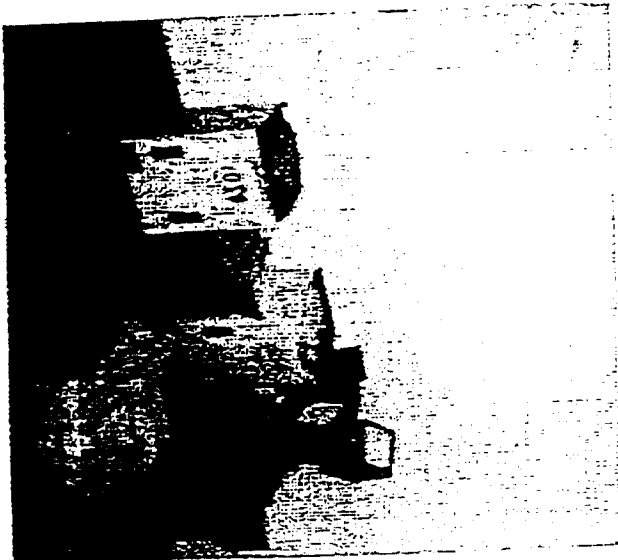
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42



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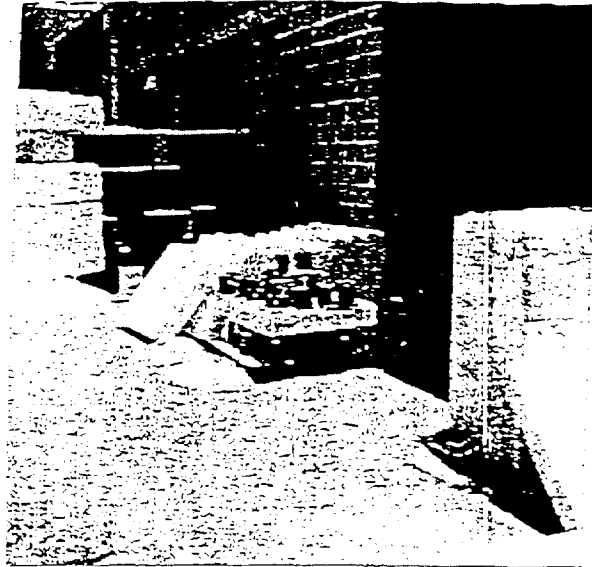


43





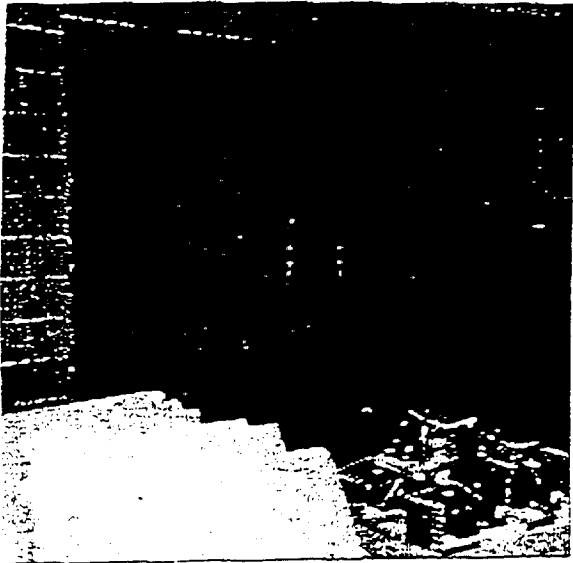
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9

CONTRACTOR OR CARRIER

HOUS OLD GOODS DESCRIPTIVE INVENTORY

CRANBE COAST MOVING SYSTEMS, INC.
CAL P.U.C. T156819

AGENT UCMIS

PAGE NO.	NO. OF PAGES
CARRIER'S REFERENCE NO.	
CONTRACT OR GBL NO.	
GOVT. SERVICE ORDER NO.	
VAN NUMBER	

OWNER'S GRADE OR RATING AND NAME	
ORIGIN LOADING ADDRESS	
CITY	STATE
DESTINATION	

DESCRIPTIVE SYMBOLS	EXCEPTION SYMBOLS	LOCATION SYMBOLS
BW - BLACK & WHITE TV CL - COLOR TV CP - CARRIER PACKED PR - PACKED BY OWNER CD - CARRIER DISASSEMBLED SW - STRETCH WRAPPED DBO - DISASSEMBLED BY OWNER PS - PROFESSIONAL SPOKS PE - PROFESSIONAL EQUIPMENT PR - PROFESSIONAL REPAIRS MCL - MECHANICAL CONDITION UNKNOWN BE - BENT BR - BROKEN BU - BURST CH - CHIPPED CR - CRACKED CS - CRACKS CS - CRACKS UNKNOWN	D - DENTED F - FACED G - GOUGED L - LOOSE M - MANNED M - MISSED NO - NOT NEEDED P - PILING R - RUBBED RU - RUSTED SC - SCRATCHED SH - SHORT SO - SOILED ST - STAINED S - STRETCHED TO - TOOK W - SMOOTLY WORK Z - ZAPPED	1 - ARM 2 - BOTTOM 3 - DOOR 4 - FRONT 5 - LEFT 6 - LEGS 7 - REAR 8 - RIGHT 9 - SIDE 10 - TOP 11 - WHEELS 12 - EDGE 13 - CENTER 14 - INSIDE 15 - DECK 16 - DRAWER 17 - DOOR 18 - SHELF 19 - HANDLE 20 - HARDWARE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (# ART) AT DESTINATION	ITEM NO.
1		Water Cooler in box			1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9		Water Cooler in box			9
0		" " missing top			0
1		" " in plastic	Test unit		1
2		" " complete unit			2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0
1					1
2		Water Cooler Complete unit			2
3		" " No top			3
4					4
5					5
6					6
7					7
8					8
9					9
0		Water Cooler No top			0

ITEM NO.	REMARKS/EXCEPTIONS
----------	--------------------

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED.

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
(SIGNATURE)		(SIGNATURE)	
OWNER OR AUTHORIZED AGENT	DATE	OWNER OR AUTHORIZED AGENT	DATE
(SIGNATURE)	07-02-01	(SIGNATURE)	

PATENT REEL: 012598 FRAME: 0711

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO NO. OF PAGES

ORANGE COAST MOVING SYSTEMS, INC. CAL P.U.C. T158819

AGENT DCMS

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR G.S.L. NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

SW - BLACK & WHITE TV
C - COLOR TV
PC - CARRIER PACKED
PO - PACKED BY OWNER
CO - CARRIER DISASSEMBLED
TW - STRETCH WRAPPED

DO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

SB - SEPT
BR - BROKEN
BU - BURNED
SH - SHIPPED
CU - CONTENTS & CONDITION UNKNOWN

D - DENTED
F - FALLEN
G - GOUNGED
L - LOOSE
M - MARRED
MI - MILDEW
MO - MOTH EATEN
P - PEELING
R - RUBBED
RL - RUSTED
SC - SCRATCHED
SH - SHORT

SO - SOILED
ST - STAINED
STR - STRETCHED
T - TORN
W - BAGGILY WORN
Z - CRACKED

1 - ARM
2 - BOTTOM
3 - FRONT
4 - LEFT
5 - LEGS
6 - REAR
7 - RIGHT
8 - REE
9 - TOP
10 - TOP
11 - EDGE
12 - CENTER
13 - REAR
14 - FRONT
15 - SEAT
16 - DRAWER
17 - DOOR
18 - PANEL
19 - HANGAR

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

Table with columns: ITEM NO., CR. REF., ARTICLES, CONDITION AT ORIGIN, RECEIPTS (IF ANY) AT DESTINATION, ITEM NO. Handwritten entries include 'Water Cooler no top', 'No top', 'Box', 'Complete unit', 'Shell', 'insides'.

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED. BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

WARNING CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) AT ORIGIN DATE AT DESTINATION CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) DATE OWNER OR AUTHORIZED AGENT DATE

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

ORANGE COAST MOVING SYSTEMS, INC.
CAL P.U.C. T156819

AGENT *OCMS*

PAGE NO. NO. OF PAGES

CARRIER'S REFERENCE NO.

CONTRACT OR OBL. NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

AW - BLACK & WHITE
C - COLLAR
CS - CARRIAGE SEAT
PC - PACKED BY OWNER
CO - CARPENTER DISASSEMBLED
SW - STRETCH WRAPPED

DBO - DISASSEMBLED BY OWNER
PS - PROFESSIONAL SPOCKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCO - MECHANICAL CONDITION UNKNOWN

BE - BENT
SM - SMOKED
BU - BURNED
CH - CHIPPED
CO - COATED
CQ - CRACKED
C - CONDITON UNKNOWN

D - DENTED
F - FROG
G - GOUNDED
L - LOOSE
M - MARKED
W - WILDEW

NO - NOT NOTED
P - PEELING
R - RUBBED
T - TORN
W - BADLY WORN
Z - ZIPPED

1 - ARM
2 - BOTTOM
3 - CORNER
4 - FRONT
5 - LEFT
6 - LEGS
7 - REAR
8 - RIGHT
9 - SIDE
10 - TOP
11 - DOOR
12 - DRAWER
13 - EDGE
14 - CENTER
15 - HANDLE
16 - MACHINE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR REF	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
6		Water Cooler Complete			1
2		insides			2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
20					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
20					0
1					1
2					2
3					3
4					4
5					5
6					6
7		Water cooler	No top		7
8		Plastic King	Slyco phone		8
9		Water cooler	no top		9
20		Water cooler	no top		0

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING →

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

TAPE LOT NO. TAPE COLOR
NOS. FROM THRU

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE) <i>W. J. Mc Coy</i>	DATE 07-02-01	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE
	OWNER OR AUTHORIZED AGENT (SIGNATURE) <i>KEEPER #00</i>			OWNER OR AUTHORIZED AGENT (SIGNATURE)	

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO NO. OF PAGES

GRACE COAST MOVING SYSTEMS, INC. CAL P.U.C. T156819

AGENT

CARRIER'S REFERENCE NO

OWNER'S GRADE OR RATING AND NAME, ORIGIN LOADING ADDRESS, CITY, STATE, DESTINATION, CONTRACT OR GBL NO, GOVT SERVICE ORDER NO, VAN NUMBER

Table with columns: DESCRIPTIVE SYMBOLS, EXCEPTION SYMBOLS, LOCATION SYMBOLS. Includes symbols for color, condition, damage, and location.

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

Main inventory table with columns: ITEM NO, OR REF, ARTICLES, CONDITION AT ORIGIN, EXCEPTIONS OF ANY AT DESTINATION, ITEM NO. Contains handwritten entries for items like 'Box of Styrofoam', 'Water Cooler', 'Plastic Tub', etc.

REMARKS/EXCEPTIONS section for item details.

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

TAPE LOT NO., TAPE COLOR, NOS. FROM, THRU

Signature and date fields for CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) at ORIGIN and AT DESTINATION.

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

ORANGE COAST MOVING SYSTEMS, INC. CAL P.U.C. T156819

AGENT

PAGE NO NO. OF PAGES

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR SRL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

BW - BLACK & WHITE TV
C - CORDLESS
CP - CARBURETOR PACKED
EWO - PACKED BY OWNER
OC - OWNER'S CARRIER (WELDED)
TW - TIGHTLY WRAPPED

DBO - DISASSEMBLED BY OWNER
PE - PROFESSIONAL EQUIPMENT
PE - PROFESSIONAL EQUIPMENT
PE - PROFESSIONAL EQUIPMENT
MCO - MECHANICAL CONDITION UNKNOWN

BE - BEAT
BR - BRACKEN
BU - BURSTED
CH - CHIPPED
CU - CONTENTS
E - CONDITION UNKNOWN

D - DENTED
F - FACED
G - GUILDED
L - LOGGE
M - MARKED
N - NALDOW

MO - MOTTHEATEN
P - PESTUNG
R - RUBBED
RU - RUBBED
SC - SCRAMBLED
SH - SHORT

1 - ARM
2 - BOTTOM
3 - CORNER
4 - FRONT
5 - LEFT
6 - RIGHT
7 - REAR

8 - BOTT
9 - SIDE
10 - TOP
11 - TRENCH
12 - EDGE
13 - CENTER
14 - HOLE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR REF	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1		Bundles of Styrofoam			1
2					2
3					3
4					4
5					5
6					6
7					7
8		Bundles of Styrofoam			8
9		ctw			9
10					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) DATE AT DESTINATION CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) DATE OWNER OR AUTHORIZED AGENT DATE

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

ORANGE COAST MOTORS SYSTEMS, INC. CAL P.U.C. T156819

OWNER'S GRADE OR RATING AND NAME	AGENT	CARRIER'S REFERENCE NO.
ORIGIN (LOADING ADDRESS)	CITY	STATE
DESTINATION	GOVT. SERVICE ORDER NO.	
VAN NUMBER		

DESCRIPTIVE SYMBOLS		EXCEPTION SYMBOLS			LOCATION SYMBOLS		
2M - BLACK & WHITE TV	DRO - DISASSEMBLED BY OWNER	3E - BENT	3 - DENTED	MO - MOTTLE/STAIN	20 - SOLED	1 - HAIL	1 - LIGHT
2C - COLOR TV	PS - PROFESSIONAL EQUIPMENT	3P - BROKEN	4 - FACED	PI - PEELING	21 - STAINED	2 - BOTTOM	2 - SIDE
CP - CARRIER PACKED	PE - PROFESSIONAL EQUIPMENT	3U - BURST	5 - GOUGED	PL - RUBBED	22 - STRETCHED	3 - DOWN	3 - FRONT
PO - PACKED BY OWNER	PP - PROFESSIONAL EQUIPMENT	CH - CHIPPED	6 - LOOSE	PU - RUBBED	23 - TORN	4 - TREAT	4 - REAR
CO - CARRIER DISASSEMBLED	MCL - MECHANICAL CONDITION UNKNOWN	CU - CONTENTS	N - NARROW	24 - ROPATCHED	W - SADDY WORN	5 - EDGE	5 - SHIELD
3W - STRAP WRAPPED		3A - CONDITION UNKNOWN	M - MILDLY	25 - SHORT	2 - CRACKED	6 - CENTER	6 - HARDWARE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1	1 minute of Style Team			1
2	" " " " " "			2
3	SKID of Comp. Coils. Some damage to fill			3
4	" " " " " "			4
5	1/2 car 4300 CO			5
6	1/2 car CP parts			6
7	1/2 car CP parts			7
8	1/2 car CP parts			8
9	1/2 car CP parts			9
10	SKID of Comp. Damage fill			10
1	" " " " " "			1
2	" " " " " "			2
3	" " " " " "			3
4	" " " " " "			4
5	SKID of Comp. Some damage fill			5
6	1/2 car 4300 CO			6
7	SKID of Comp.			7
8	" " " " " "			8
9	" " " " " "			9
10	" " " " " "			10
1	1/2 car 4300 CO			1
2	SKID of Parts			2
3	SKID of Parts			3
4	" " " " " "			4
5	SKID of Comp.			5
6	SKID of Comp. Some damage to fill			6
7	" " " " " "			7
8	" " " " " "			8
9	" " " " " "			9
10	" " " " " "			10

ITEM NO.	REMARKS/EXCEPTIONS
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WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 10 INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED.

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
(SIGNATURE)		(SIGNATURE)	
OWNER OR AUTHORIZED AGENT	DATE	OWNER OR AUTHORIZED AGENT	DATE
(SIGNATURE)	07-02-01	(SIGNATURE)	

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

GRANGE COAST MOVING SYSTEMS, INC. CAL P.U.C. T156819

AGENT

PAGE NO. NO. OF PAGES

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

AW - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PO - PACKED BY OWNER
DO - DURABLE REASSEMBLED
M - OTHER PACKAGED

DEG - DISASSEMBLED BY OWNER
PE - PROFESSIONAL BOOTH
PE - PROFESSIONAL EQUIPMENT
PE - PROFESSIONAL PAPERS
MO - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURNED
CH - CHIPPED
CO - CONTENTS
CU - UNKNOWN
A - CONDITION UNKNOWN

D - DENTED
F - FAGED
G - GUNDED
L - LOOSE
M - MARRED
MI - MILDLY
MO - MOTTLED
P - PEELED
R - RIPPED
RU - RUSTED
SC - SCRATCHED
SH - SHORT

SO - SOILED
ST - STAINED
ST - STRETCHED
T - TORN
W - WEAR
D - DRAKED

1 - CAB
2 - BOTTOM
3 - CORNER
4 - FRONT
5 - LEFT
6 - EDGE
7 - REAR
8 - FOOT
9 - SIDE
10 - TOP
11 - VENEER
12 - EDGE
13 - CENTER
14 - HINDS
15 - SEAT
16 - DRAWER
17 - DOOR
18 - DART
19 - HOLLOWED

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
1					1
2					2
3					3
4					4
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6					6

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO. NO. OF PAGES

ORANGE COAST MOVING SYSTEMS, ETC.
CAL P.U.C. T156819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR ORG. NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

BL - BLACK & WHITE TV
CO - COLOR TV
CP - CARRIER PACKED
DC - DAMAGED BY CARRIER
DD - CARRIER DISASSEMBLED
DW - DISASSEMBLED BY OWNER

DS - DISASSEMBLED BY OWNER
PS - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MC - MECHANICAL CONDITION UNKNOWN

BR - BENT
BK - BROKEN
BU - BURNED
CH - CHIPPED
CO - COATED
CU - CONTENTS & CONDITION UNKNOWN

CS - CRACKED
FC - FROG
FO - FOULED
LO - LOOSE
MA - MARRED
MI - MILDLY

MO - MOTHEATEN
PE - PILED
PU - PULLED
RU - RUSTED
SC - SCRATCHED
SH - SHORT

SD - SOILED
ST - STAINED
TR - TRIM
TW - TYPED
W - WOOD
Y - YARN

AB - ABOVE
BT - BOTTOM
DR - DRIVER
FR - FRONT
LE - LEFT
LEGG - LEGS
REAR

RIGHT
DOOR
REAR
FRONT
RIGHT
CENTER
FRONT
SEAT
DASHBOARD
DOOR
FRONT
REAR
SHOULDER
MIDDLE
FRONT

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
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12					12
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41					41
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43					43
44					44
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46					46
47					47
48					48
49					49
50					50

Parts
Trash Cans etc w/ 13 rooms
Pallets
Pallets
Metal racks
styrofoam boxes

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

TAPE LOT NO. TAPE COLOR
NOS. FROM THRU

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	(SIGNATURE)			(SIGNATURE)	
	OWNER OR AUTHORIZED AGENT	DATE		OWNER OR AUTHORIZED AGENT	DATE
	(SIGNATURE)			(SIGNATURE)	

ORANGE COAST MOTORS SYSTEMS, INC.
CAL P.U.C. T156819

AGENT
ORANGE COAST

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME: 1050 TECA / SHERIFFS OFFICE

ORIGIN LOADING ADDRESS: CITY STATE GOVT. SERVICE ORDER NO.

DESTINATION: SUIT 101 VAN NUMBER

DESCRIPTIVE SYMBOLS		EXCEPTION SYMBOLS			LOCATION SYMBOLS			
BW - BLACK & WHITE	DBO - DISASSEMBLED BY OWNER	BE - BENT	D - DENTED	MO - MOTH-EATEN	SO - SOILED	1 - ARM	8 - RIGHT	15 - DEAT
C - COLOR TV	PS - PROFESSIONAL BOOKS	BR - BROKEN	F - FADED	P - PEELING	ST - STAINED	2 - BOTTOM	9 - SIDE	16 - DRAWER
CP - CARRIER PACKED	PE - PROFESSIONAL EQUIPMENT	BU - BURIED	G - GOUGED	R - RUBBED	S - STRETCHED	3 - CORNER	10 - TOP	17 - DOOR
PBO - PACKED BY OWNER	PP - PROFESSIONAL PAPERS	CH - CHIPPED	L - LOOSE	RL - RUSTED	T - TORN	4 - FRONT	11 - VENEER	18 - SHELF
CO - CARRIER DISASSEMBLED	MCL - MECHANICAL CONDITION UNKNOWN	CU - CONTENTS & CONDITION UNKNOWN	M - MARRED	SC - SCRATCHED	W - BADLY WORN	5 - LEFT	12 - EDGE	19 - HARDWARE
SW - STRETCH WRAPPED			MI - MILDEW	SH - SHORT	Z - CRACKED	6 - LEGS	13 - CENTER	
						7 - REAR	14 - INSIDE	

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	OR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
81		FOLDING TABLE			
82		OFFICE CHAIR			
83		MONITOR			
84		PRINTER			
85		DESK			
86		SM CARTON			
87		PRINTER			
88		MONITOR			
89		PC COMPUTER			
90		PLASTIC CHAIR			
91		PHONE			1
92		PLASTIC CHAIR			2
93		PLASTIC CHAIR			3
94		DESK			4
95		OFFICE CHAIR			5
96		FOLDING TABLE			6
97		CHAIR			7
98		CHAIR			8
99		DESK	* LEFT TOP SECTION - BROKEN		9
100		WATER COOLER			0
1					1
2		SUIT 101 THIS			2
3					3
4		PAGE - LOAD ON DECK OF			4
5		TRAILER # 63578			5
6					6
7					7
8					8
9					9
0					0

ITEM NO. REMARKS/EXCEPTIONS

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED"

TAPE LOT NO. AC1066
Tape COLOR
NOS. FROM 81 THRU 100

WARNING → BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)

AT ORIGIN	(SIGNATURE) <i>[Signature]</i>	DATE 8/22/01	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	OWNER OR AUTHORIZED AGENT		(SIGNATURE)	DATE
	(SIGNATURE) <i>[Signature]</i>		OWNER OR AUTHORIZED AGENT	DATE
			(SIGNATURE)	DATE

ORANGE COAST MOVING SYSTEMS, INC.
CAL P.U.C. T156819

AGENT ORANGE COAST

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

OSO TECH / SHERIFFS

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

SUIT 701 @ 407

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

BW - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBC - PACKED BY OWNER
CD - CARRIER DISASSEMBLED
SW - STRETCH WRAPPED

OBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURNED
CH - CHIPPED
CU - CONTENTS & CONDITION UNKNOWN

D - DENTED
F - FACED
G - GOUGED
L - LOOSE
M - MARRED
MO - MOTTLED
P - PEELING
R - RUBBED
RU - RUSTED
SC - SCRATCHED
SH - SHORT

SO - SOILED
ST - STAINED
S - STRETCHED
T - TORN
W - BADLY WORN
Z - CRACKED

1 - ARM
2 - BOTTOM
3 - CORNER
4 - FRONT
5 - LEFT
6 - LEGS
7 - REAR
8 - RIGHT
9 - SIDE
10 - TOP
11 - VENEER
12 - EDGE
13 - CENTER
14 - INSIDE
15 - SEAT
16 - DRAWER
17 - DOOR
18 - WHEEL
19 - HARMON

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO. OR REF. ARTICLES CONDITION AT ORIGIN EXCEPTIONS (IF ANY) AT DESTINATION

Table with columns: ITEM NO., OR REF., ARTICLES, CONDITION AT ORIGIN, EXCEPTIONS (IF ANY) AT DESTINATION. Contains rows 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30.

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

INCLUSIVE AND ACKNOWLEDGE THAT THIS

TAPE LOT NO. TAPE COLOR NOS. FROM THRU

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) AT ORIGIN (SIGNATURE) DATE CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) AT DESTINATION (SIGNATURE) DATE OWNER OR AUTHORIZED AGENT (SIGNATURE) DATE

GRANDE COAST MOVING SYSTEMS, INC.
CAL P.U.C. T153819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME <i>DJO</i>		CONTRACT OR GBL NO.	
ORIGIN LOADING ADDRESS	CITY	STATE	GOVT. SERVICE ORDER NO.
DESTINATION		VAN NUMBER	

DESCRIPTIVE SYMBOLS	EXCEPTION SYMBOLS	LOCATION SYMBOLS
BW - BLACK & WHITE TV C - COLOR TV CP - CARRIER PACKED PBC - PACKED BY OWNER CO - CARRIER DISASSEMBLED SW - STRETCH WRAPPED DBO - DISASSEMBLED BY OWNER PB - PROFESSIONAL BOOKS PE - PROFESSIONAL EQUIPMENT PP - PROFESSIONAL PAPERS MCU - MECHANICAL CONDITION UNKNOWN BE - BEN BR - BROKEN BU - BURNED CH - CHIPPED CU - CONTENTS & CONDITION UNKNOWN D - DENTED F - FADED G - GOUGED L - LOOSE M - MARRED MI - MILDEW MO - MOTHEATEN P - PEELING R - RUBBED RU - RUSTED SC - SCRATCHED SH - SHORT SO - SOILED ST - STAINED S - STRETCHED T - TORN W - BADLY WORN Z - CRACKED 1 - ARM 2 - BOTTOM 3 - CORNER 4 - FRONT 5 - LEFT 6 - LEFS 7 - REAR 8 - RIGHT 9 - SOLE 10 - TOP 11 - VENEER 12 - EDGE 13 - CENTER 14 - INSIDE 15 - SEAT 16 - DRAWER 17 - DOOR 18 - SHELF 19 - HARDWARE		

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
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13		<i>TABLE W 6 COLELS</i>			
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ITEM NO.	REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

INCLUSIVE AND ACKNOWLEDGE THAT THIS

TAPE LOT NO.	TAPE COLOR
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WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

NOS. FROM	THRU
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AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE) <i>[Signature]</i> OWNER OR AUTHORIZED AGENT <i>Maun J. Mc Cash</i>	DATE <i>9/22/01</i>	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE
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ORANGE COAST MOVING SYSTEMS, INC. CAL P.U.C. T156819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

7014 1702

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

BW - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBO - PACKED BY OWNER
CO - CARRIER DISASSEMBLED
SW - STRETCH WRAPPED

DBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCL - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURNED
CH - CHIPPED
CU - CONTENTS & CONDITION UNKNOWN

D - DENTED
F - FADED
G - GOUGED
L - LOOSE
M - MARRED
MI - MILDEW

MO - MOTHEATEN
R - PEELING
RU - RUBBED
RUSTED
SC - SCRATCHED
SH - SHORT

SO - SOILED
ST - STAINED
S - STRETCHED
T - TORN
W - BADLY WORN
Z - CRACKED

1 - ARM
2 - BOTTOM
3 - CORNER
4 - FRONT
5 - LEFT
6 - LEGS
7 - REAR
8 - RIGHT
9 - SIDE
10 - TOP
11 - VENEER
12 - EDGE
13 - CENTER
14 - INSIDE
15 - SEAT
16 - DRAWER
17 - DOOR
18 - SHELF
19 - HARDWARE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

Table with columns: ITEM NO., CR. REF., ARTICLES, CONDITION AT ORIGIN, EXCEPTIONS (ANY) AT DESTINATION, ITEM NO. (right side). Rows include items like water cooler, rollers, tables, chairs, and metal racks.

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED

TAPE LOT NO. TAPE COLOR

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

NOS. FROM THRU

Table with columns: AT ORIGIN, CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER), DATE, DESTINATION, CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER), DATE. Includes signatures and dates.

ORANGE COAST MOVING SYSTEMS, INC.
CAL.P.U.C. T156819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

OSO

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

701 & 702

VAN NUMBER

DESCRIPTIVE SYMBOLS

BW - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBO - PACKED BY OWNER
CDO - CARRIER DISASSEMBLED
SW - STRETCH WRAPPED

DBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURIED
CH - CHIPPED
CU - CONTENTS & CONDITION UNKNOWN

EXCEPTION SYMBOLS

D - DENTED
F - FADED
G - GOUGED
L - LOOSE
M - MARRIED
MI - MILDEW

MO - MOTTLENEA
P - PEELING
R - RUBBED
RU - RUSTED
SC - SCRATCHED
SH - SHORT

SO - SOILED
ST - STAINED
S - STRETCHED
T - TORN
W - BADLY WORN
C - CRACKED

LOCATION SYMBOLS

1. ARM
2. BOTTOM
3. CORNER
4. FRONT
5. LEFT
6. LEGS
7. REAR
8. RIGHT
9. SIDE
10. TOP
11. VENEER
12. EDGE
13. CENTER
14. INSIDE
15. SEAT
16. DRAWER
17. DOOR
18. SHELF
19. HARDWARE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	SHIPPED CHECK DEST.	EXCEPTIONS (IF ANY) AT DESTINATION
19		1 S.P.C.U			
2		" "			
3		" "			
4		" "			
5		Pallet of Flat Boxes			
6		CHAIR			
7		S.P.C.U			
8		Watercool # 78 un-boxed OSO OSO			
9		S.P.C.U			
20		Pallet 8 boxes			
1		Box Cooler Parts C.U.			
2					
3					
4					
5					
6					
7					
8					
9					
21					
1					
2					
3					
4					
5					
6					
7					
8					
9		Parts Cart			
10		Box Parts C.U.			

ITEM NO. REMARKS/EXCEPTIONS

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED"

TAPE LOT NO.

TAPE COLOR

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE

NOS. FROM

THRU

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	SIGNATURE	8/22/07	SIGNATURE	
	OWNER OR AUTHORIZED AGENT	DATE	OWNER OR AUTHORIZED AGENT	DATE
	SIGNATURE		SIGNATURE	

PATENT

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO. NO. OF PAGES

ORANGE COAST MOVING SYSTEMS, INC.
CAL P.U.C. T155819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

701 @ 702

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

BAW - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBO - PACKED BY OWNER
CD - CARRIER DISASSEMBLED
SW - STRETCH WRAPPED

DBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURNED
SH - SHIPPED
CU - CONTENTS
IA - CONDITION UNKNOWN

D - DENTED
F - FADED
G - GAUGED
L - LOOSE
M - MARRED
MI - MILDEW

MO - MOTH EATEN
P - PEELING
R - RUBBED
RU - RUSTED
SC - SCRATCHED
SH - SHORT

SO - SOILED
ST - STAINED
S - STRETCHED
T - TORN
W - BADLY WORN
Z - CRACKED

1 - ARM
2 - BOTTOM
3 - CORNER
4 - FRONT
5 - LEFT
6 - LEGS
7 - REAR
8 - RIGHT
9 - SIDE
10 - TOP
11 - VENEER
12 - EDGE
13 - CENTER
14 - INSIDE
15 - SEAT
16 - DRAWER
17 - DOOR
18 - SHELF
19 - HATCH

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO. OR. REF. ARTICLES CONDITION AT ORIGIN

EXCEPTIONS (IF ANY) AT DESTINATION

1		Bxs Cooler Parts			
2		Sm Bxs			
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19		Sm Bxs			
20					
21					
22					
23					
24					
25					
26					
27					
28		Bxs			
29					
30					

ITEM NO. REMARKS/EXCEPTIONS

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED"

INCLUSIVE AND ACKNOWLEDGE THAT THIS

TAPE LOT NO. TAPE COLOR
NOS. FROM THRU

WARNING

BEFORE SIGNING CHECK SHIPMENT. COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

AT ORIGIN CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) DATE 8/27/01
(SIGNATURE) [Signature]
OWNER OR AUTHORIZED AGENT DATE
(SIGNATURE) [Signature]

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) DATE
(SIGNATURE)
OWNER OR AUTHORIZED AGENT DATE
(SIGNATURE)

ORANGE COAST MOVING SYSTEMS, INC.
CAL P.U.C. T155819

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OF RATING AND NAME

CONTRACT OR GBL NO.

ORIGIN LOADING ADDRESS

CITY

STATE

GOVT. SERVICE ORDER NO.

DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS

EXCEPTION SYMBOLS

LOCATION SYMBOLS

BW - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBO - PACKED BY OWNER
CO - CARRIER DISASSEMBLED
SW - STRETCH WRAPPED

OBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURNED
CH - CHIPPED
CU - CONTENTS & CONDITION UNKNOWN

D - DENTED
F - FADED
G - GOUGED
L - LOOSE
M - MARRED
MI - MILDEW

MO - MOTTLE
P - PEELING
R - RUBBED
RU - RUSTED
SC - SCRATCHED
SH - SHORT

SO - SOILED
ST - STAINED
S - STRETCHED
T - TORN
W - BADLY WORN
Z - CRACKED

1 - ARM
2 - BOTTOM
3 - CORNER
4 - FRONT
5 - LEFT
6 - LEGS
7 - REAR
8 - RIGHT
9 - SIDE
10 - TOP
11 - VENEER
12 - EDGE
13 - CENTER
14 - INSIDE
15 - SEAT
16 - DRAWER
17 - DOOR
18 - SHELF
19 - HOLLOW

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO. CR. REF.

ARTICLES

CONDITION AT ORIGIN

DAMAGED CHECK DEST.

EXCEPTIONS (IF ANY) AT DESTINATION

241		B90	CA						
2									
3									
4									
5									
6									
7									
8									
9									
50									
1									
2									
3									
4									
5									
6									
7									
8									
9									
6									
1									
2									
3									
4									
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6									
7									
8									
9									
6									
1									
2									
3									
4									
5									
6									
7									
8									
9									
70									

REFRIG- TESTING TOOL
AIR COMPRESSOR
O.T.N.

ITEM NO. REMARKS/EXCEPTIONS

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED"

TAPE LOT NO. TAPE COLOR
NOS. FROM THRU

WARNING

BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

AT ORIGIN	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE	AT DESTINATION	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
	(SIGNATURE)	8/22/01		(SIGNATURE)	DATE
	OWNER OR AUTHORIZED AGENT	DATE		OWNER OR AUTHORIZED AGENT	DATE
	(SIGNATURE)			(SIGNATURE)	

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO. NO. OF PAGES

CHASE COAST MOVING SYSTEMS, INC.
CAL. R.U.C. T156219

AGENT

CARRIER'S REFERENCE NO.

OWNER'S GRADE OR RATING AND NAME: 050

ORIGIN LOADING ADDRESS: _____ CITY: _____ STATE: _____

DESTINATION: _____ VAN NUMBER: _____

DESCRIPTIVE SYMBOLS		EXCEPTION SYMBOLS			LOCATION SYMBOLS			
BW - BLACK & WHITE TV	OBO - DISASSEMBLED BY OWNER	BE - BEAT	D - DENTED	MO - MOTHEATEN	SO - SOILED	1 - ARM	11 - RIGHT	15 - SEAT
C - COLOR TV	PB - PROFESSIONAL BOOKS	BR - BROKEN	F - FADED	P - PEELING	ST - STAINED	2 - BOTTOM	12 - SIDE	16 - DRAWER
CP - CARRIER PACKED	PE - PROFESSIONAL EQUIPMENT	BU - BURNED	G - GOUNGED	R - RUBBED	STR - STRETCHED	3 - CORNER	13 - TOP	17 - DOOR
PBO - PACKED BY OWNER	PP - PROFESSIONAL PAPERS	CH - CHIPPED	L - LOOSE	RU - RUSTED	T - TORN	4 - FRONT	14 - VENEER	18 - SHELF
CD - CARRIER DISASSEMBLED	MCO - MECHANICAL CONDITION UNKNOWN	CU - CONTENTS & CONDITION UNKNOWN	M - MARRED	SC - SCRATCHED	W - BADLY WORN	5 - LEFT	15 - EDGE	19 - HARDWARE
SW - STRETCH WRAPPED			MI - MILDEW	SH - SHORT	Z - CRACKED	6 - LEGS	16 - CENTER	
						7 - REAR	14 - INSIDE	

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
27		PALLET / MOTORS			1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
0					0

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO _____ INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED*

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE) Angie DATE 8/22/07 AT DESTINATION

OWNER OR AUTHORIZED AGENT (SIGNATURE) M. Mc Coy Jr. DATE _____

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE) _____ DATE _____

OWNER OR AUTHORIZED AGENT (SIGNATURE) _____ DATE _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
INVENTORY

Seda Industries LLC
PLAINTIFF

OSO Technologies Inc.
DEFENDANT

CASE No BC 247168
E. Washington
KEEPER

ITEM	QUANTITY	UNIT	Claim & Delivery	DESCRIPTION	Molds
1	1	DS153		Fan Shroud	
2	2	DS124		Freezer Molding	
3	3	DS114		Front Shell	
4	4	DS123		Shell Bottom	
5	5	DS112		Ice Bucket	
6	6	DS148		Tank Separator	
7	7	DS122		Shell Cap	
8	8	DS-174		" " (POV)	
9	9	DS152		Freezer Panel -	
10	10	DS115		Side Shell (LAR)	
11	11	DS110		Water Feed Tube	
12					
13					
14					
15				All Items on list above are to be taken	
16				(Molds) - 1 thru 11 - (according to writ)	
17				Signed <u>D. Camera</u> 8-22-01	
18				Rep: Seda Industries - LLC.	
19				- Dennis Camera -	
20					
21				All Item on List Above are to be taken - (Molds)	
22				according to writ.	
23				Date 8-22-01 signed <u>Steve Dowling</u>	
24				Steve Dowling - Vice Pres.	
25				(OSO Technologies)	

Claim & Delivery

Complete Time 1:15 PM

8-22-01
DATE

[Signature]
DEPUTY/KEEPER - SIGNATURE

70

NOTICE OF PUBLIC FORECLOSURE SALE

SEDA Industries, LLC, a Delaware limited liability company ("Secured Party"), 9701 Wilshire Boulevard, Suite 1110, Beverly Hills, California 90212, hereby gives notice that it will conduct a public foreclosure sale of personal property assets ("Collateral") of OSO Technologies, Inc., a California corporation ("Debtor"), in accordance with the California Commercial Code, on Friday, November 2, 2001, at 11:00 a.m., at the offices of Credit Managers Association of Southern California, 40 East Verdugo Avenue, Burbank, California 91502, Attn: CMA Auction Services, telephone number () ("CMA"). The sale may be continued by oral announcement at the time of sale. The Collateral will be sold in a single lot, which will be subject to a reserve. Information on bidding procedures may be obtained from CMA. The Collateral includes, but is not necessarily limited to, water coolers and related equipment, supplies and inventory, molds for the manufacture of water coolers, and general intangibles (including, without limitation, accounts, accounts receivable and other rights to payment, and patents) of the Debtor, and any other collateral subject to Secured Party's security interest (collectively, the "Collateral"). THE SALE OF COLLATERAL WILL BE "AS IS" "WHERE IS" WITH ALL FAULTS, WITHOUT WARRANTY OF TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE OR ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS BEING OR WILL BE MADE AS TO ANY OF THE COLLATERAL, AND SECURED PARTY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED.

Assembly Committee Comment

1999 Addition

Source. New.

2. **Duty to Send Information Concerning Surplus or Deficiency.** This section reflects the view that, in every consumer-goods transaction, the debtor or obligor is entitled to know the amount of a surplus or deficiency and the basis upon which the surplus or deficiency was calculated. Under subdivision (b)(1), a secured party is obligated to provide this information (an "explanation," defined in subdivision (a)(1)) no later than the time that it accounts for and pays a surplus or the time of its first written attempt to collect the deficiency. The obligor need not make a request for an accounting in order to receive an explanation. A secured party who does not attempt to collect a deficiency in writing or account for and pay a surplus has no obligation to send an explanation under subdivision (b)(1) and, consequently, cannot be liable for noncompliance.

A debtor or secondary obligor need not wait until the secured party commences written collection efforts in order to receive an explanation of how a deficiency or surplus was calculated. Subdivision (b)(2) obliges the secured party to send an explanation within 14 days after it receives a "request" (defined in subdivision (a)(2)).

3. **Explanation of Calculation of Surplus or Deficiency.** Subdivision (c) contains the requirements for how a calculation of a surplus or deficiency must be explained in order to satisfy subdivision (a)(1)(B). It gives a secured

party some discretion concerning rebates of interest or credit service charges. The secured party may include these rebates in the aggregate amount of obligations secured, under subdivision (c)(1), or may include them with other types of rebates and credits under subdivision (c)(5). Rebates of interest or credit service charges are the only types of rebates for which this discretion is provided. If the secured party provides an explanation that includes rebates of pre-computed interest, its explanation must so indicate. The expenses and attorney's fees to be described pursuant to subdivision (c)(4) are those relating to the most recent disposition, not those that may have been incurred in connection with earlier enforcement efforts and which have been resolved by the parties.

4. **Liability for Noncompliance.** A secured party who fails to comply with subdivision (b)(2) is liable for any loss caused plus \$500. See Section 9625(b), (c), (e)(6). A secured party who fails to send an explanation under subdivision (b)(1) is liable for any loss caused plus, if the noncompliance was "part of a pattern, or consistent with a practice of noncompliance," \$500. See Section 9625(b), (c), (e)(5). However, a secured party who fails to comply with this section is not liable for statutory minimum damages under Section 9625(c)(2). See Section 9628(d).

5. This section does not expand the rights of a secured party beyond those otherwise permitted by law.

Uniform Commercial Code Comment

1. Source. New.

2. **Duty to Send Information Concerning Surplus or Deficiency.** This section reflects the view that, in every consumer-goods transaction, the debtor or obligor is entitled to know the amount of a surplus or deficiency and the basis upon which the surplus or deficiency was calculated. Under subsection (b)(1), a secured party is obligated to provide this information (an "explanation," defined in subsection (a)(1)) no later than the time that it accounts for and pays a surplus or the time of its first written attempt to collect the deficiency. The obligor need not make a request for an accounting in order to receive an explanation. A secured party who does not attempt to collect a deficiency in writing or account for and pay a surplus has no obligation to send an explanation under subsection (b)(1) and, consequently, cannot be liable for noncompliance.

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4. **Liability for Noncompliance.** A secured party who fails to comply with subsection (b)(2) is liable for any loss caused plus \$500. See Section 9-625(b), (c), (e)(6). A secured party who fails to send an explanation under subsection (b)(1) is liable for any loss caused plus, if the noncompliance was "part of a pattern, or consistent with a practice of noncompliance," \$500. See Section 9-625(b), (c), (e)(5). However, a secured party who fails to comply with this section is not liable for statutory minimum damages under Section 9-625(c)(2). See Section 9-628(d).

Historical and Statutory Notes

1999 Legislation
Subordination of legislation by Stats.1999, c. 991 (S.B.46), to other 1999 legislation, see Historical and Stat-

utory Notes under Business and Professions Code § 7507.13.

§ 9617. Rights of transferee of collateral

- (a) A secured party's disposition of collateral after default does all of the following:
(1) Transfers to a transferee for value all of the debtor's rights in the collateral.

Additions or changes indicated by underline; deletions by asterisks * * *

§ 9617

COMMERCIAL CODE DIVISION 9, OPERATIVE JULY 1, 2001

- (2) Discharges the security interest under which the disposition is made.
- (3) Discharges any subordinate security interest or other subordinate lien.
- (b) A transferee that acts in good faith takes free of the rights and interests described in subdivision (a), even if the secured party fails to comply with this division or the requirements of any judicial proceeding.
- (c) If a transferee does not take free of the rights and interests described in subdivision (a), the transferee takes the collateral subject to all of the following:
 - (1) The debtor's rights in the collateral.
 - (2) The security interest or agricultural lien under which the disposition is made.
 - (3) Any other security interest or other lien.

(Added by Stats.1999, c. 991 (S.B.45), § 35, operative July 1, 2001.)

Uniform Commercial Code Comment

1. **Source.** Former Section 9-504(4).

2. **Title Taken by Good-Faith Transferee.** Subsection (a) sets forth the rights acquired by persons who qualify under subsection (b)—transferees who act in good faith. Such a person is a "transferee," inasmuch as a buyer at a foreclosure sale does not meet the definition of "purchaser" in Section 1-201 (the transfer is not, vis-a-vis the debtor, "voluntary"). By virtue of the expanded definition of the term "debtor" in Section 9-102, subsection (a) makes clear that the ownership interest of a person who bought the collateral subject to the security interest is terminated by a subsequent disposition under this Part. Such a person is a debtor under this Article. Under former Article 9, the result arguably was the same, but the statute was less clear. Under subsection (a), a disposition normally discharges the security interest being foreclosed and any subordinate security interests and other liens.

A disposition has the effect specified in subsection (a), even if the secured party fails to comply with this Article. An aggrieved person (e.g., the holder of a subordinate

security interest to whom a notification required by Section 9-611 was not sent) has a right to recover any loss under Section 9-625(b).

3. **Unitary Standard in Public and Private Dispositions.** Subsection (b) now contains a unitary standard that applies to transferees in both private and public dispositions—acting in good faith. However, this change from former Section 9-504(4) should not be interpreted to mean that a transferee acts in good faith even though it has knowledge of defects or buys in collusion, standards applicable to public dispositions under the former section. Properly understood, those standards were specific examples of the absence of good faith.

4. **Title Taken by Nonqualifying Transferee.** Subsection (c) specifies the consequences for a transferee who does not qualify for protection under subsections (a) and (b) (i.e., a transferee who does not act in good faith). The transferee takes subject to the rights of the debtor, the enforcing secured party, and other security interests or other liens.

Historical and Statutory Notes

1999 Legislation
Subordination of legislation by Stats.1999, c. 991 (S.B.45), to other 1999 legislation, see Historical and Stat-

utory Notes under Business and Professions Code § 7507.13.

§ 9618. Rights and duties of certain secondary obligors

- (a) A secondary obligor acquires the rights and becomes obligated to perform the duties of the secured party after any of the following occurs:
 - (1) The secondary obligor receives an assignment of a secured obligation from the secured party.
 - (2) The secondary obligor receives a transfer of collateral from the secured party and agrees to accept the rights and assume the duties of the secured party.
 - (3) The secondary obligor is subrogated to the rights of a secured party with respect to collateral.
- (b) Both of the following rules apply with respect to an assignment, transfer, or subrogation described in subdivision (a):
 - (1) It is not a disposition of collateral under Section 9610.
 - (2) It relieves the secured party of further duties under this division.

(Added by Stats.1999, c. 991 (S.B.45), § 35, operative July 1, 2001.)

Uniform Commercial Code Comment

1. **Source.** Former Section 9-504(5).

2. **Scope of This Section.** Under this section, assignments of secured obligations and other transactions (regardless of form) that function like assignments of se-

cured obligations are not dispositions to which Part 9 applies. Rather, they constitute assignments of rights and (occasionally) delegations of duties. Application of this

Additions or changes indicated by underline; deletions by asterisks * * *

section may require an investigation into the agreement of the parties, which may not be reflected in the words of the recourse agreement (e.g., when the agreement requires a recourse party to "purchase the collateral" but contemplates that the purchaser will then conduct an Article 9 foreclosure disposition).

This section, like former Section 9-504(5), does not constitute a general and comprehensive rule for allocating rights and duties upon assignment of a secured obligation. Rather, it applies only in situations involving a secondary obligor described in subsection (a). In other contexts, the agreement of the parties and applicable law other than Article 9 determine whether the assignment imposes upon the assignee any duty to the debtor and whether the assignor retains its duties to the debtor after the assignment.

Subsection (a)(1) applies when there has been an assignment of an obligation that is secured at the time it is assigned. Thus, if a secondary obligor acquires the collateral at a disposition under Section 9-610 and simultaneously or subsequently discharges the unsecured deficiency claim, subsection (a)(1) is not implicated. Similarly, subsection (a)(3) applies only when the secondary obligor is subrogated to the secured party's rights with respect to collateral. Thus, this subsection will not be implicated if a secondary obligor discharges the debtor's unsecured obligation for a post-disposition deficiency. Similarly, if the secured party disposes of some of the collateral and the secondary obligor thereafter discharges the remaining obligation, subsection (a) applies only with respect to rights and duties concerning the remaining collateral, and under subsection (b), the subrogation is not a disposition of the remaining collateral.

As discussed more fully in Comment 3, a secondary obligor may receive a transfer of collateral in a disposition under Section 9-610 in exchange for a payment that is applied against the secured obligation. However, a secondary obligor who pays and receives a transfer of collateral does not necessarily become subrogated to the rights of the secured party as contemplated by subsection (a)(3). Only to the extent the secondary obligor makes a payment in satisfaction of its secondary obligation would it become subrogated. To the extent its payment constitutes the price of the collateral in a Section 9-610 disposition by the secured party, the secondary obligor would not be subrogated. Thus, if the amount paid by the secondary obligor for the collateral in a Section 9-610 disposition is itself

insufficient to discharge the secured obligation, but the secondary obligor makes an additional payment that satisfies the remaining balance, the secondary obligor would be subrogated to the secured party's deficiency claim. However, the duties of the secured party as such would have come to an end with respect to that collateral. In some situations the capacity in which the payment is made may be unclear. Accordingly, the parties should in their relationship provide clear evidence of the nature and circumstances of the payment by the secondary obligor.

3. **Transfer of Collateral to Secondary Obligor.** It is possible for a secured party to transfer collateral to a secondary obligor in a transaction that is a disposition under Section 9-610 and that establishes a surplus or deficiency under Section 9-615. Indeed, this Article includes a special rule, in Section 9-615(f), for establishing a deficiency in the case of some dispositions to, *inter alia*, secondary obligors. This Article rejects the view, which some may have ascribed to former Section 9-504(5), that a transfer of collateral to a recourse party can never constitute a disposition of collateral which discharges a security interest. Inasmuch as a secured party could itself buy collateral at its own public sale, it makes no sense to prohibit a recourse party ever from buying at the sale.

4. **Timing and Scope of Obligations.** Under subsection (a), a recourse party acquires rights and incurs obligations only "after" one of the specified circumstances occurs. This makes clear that when a successor assignee, transferee, or subrogee becomes obligated it does not assume any liability for earlier actions or inactions of the secured party whom it has succeeded unless it agrees to do so. Once the successor becomes obligated, however, it is responsible for complying with the secured party's duties thereafter. For example, if the successor is in possession of collateral, then it has the duties specified in Section 9-207.

Under subsection (b), the same event (assignment, transfer, or subrogation) that gives rise to rights to, and imposes obligations on, a successor relieves its predecessor of any further duties under this Article. For example, if the security interest is enforced after the secured obligation is assigned, the assignee—but not the assignor—has the duty to comply with this Part. Similarly, the assignment does not excuse the assignor from liability for failure to comply with duties that arose before the event or impose liability on the assignee for the assignor's failure to comply.

Historical and Statutory Notes

1999 Legislation
Subordination of legislation by Stats.1999, c. 991 (S.B.45), to other 1999 legislation, see Historical and Stat-

utory Notes under Business and Professions Code § 7507.13.

§ 9619. Transfer of record or legal title

(a) In this section, "transfer statement" means a record authenticated by a secured party stating all of the following:

- (1) That the debtor has defaulted in connection with an obligation secured by specified collateral.
- (2) That the secured party has exercised its postdefault remedies with respect to the collateral.
- (3) That, by reason of the exercise, a transferee has acquired the rights of the debtor in the collateral.
- (4) The name and mailing address of the secured party, debtor, and transferee.

(b) A transfer statement entitles the transferee to the transfer of record of all rights of the debtor in the collateral specified in the statement in any official filing, recording, registration, or certificate of title system covering the collateral. If a transfer statement is presented with the applicable fee and request form to the official or office responsible for maintaining the system, the official or office shall do all of the following:

Additions or changes indicated by underlines; deletions by asterisks * * *

§ 9619

- (1) Accept the transfer statement.
- (2) Promptly amend its records to reflect the transfer.
- (3) If applicable, issue a new appropriate certificate of title in the name of the transferee.

(c) A transfer of the record or legal title to collateral to a secured party under subdivision (b) or otherwise is not of itself a disposition of collateral under this division and does not of itself relieve the secured party of its duties under this division.

(Added by Stats.1999, c. 991 (S.B.45), § 35, operative July 1, 2001.)

Uniform Commercial Code Comment

1. Source. New.

2. **Transfer of Record or Legal Title.** Potential buyers of collateral that is covered by a certificate of title (e.g., an automobile) or is subject to a registration system (e.g., a copyright) typically require as a condition of their purchase that the certificate or registry reflect their ownership. In many cases, this condition can be met only with the consent of the record owner. If the record owner is the debtor and, as may be the case after the default, the debtor refuses to cooperate, the secured party may have great difficulty disposing of the collateral.

Subsection (b) provides a simple mechanism for obtaining record or legal title, for use primarily when other law does not provide one. Of course, use of this mechanism will not be effective to clear title to the extent that subsection (b) is preempted by federal law. Subsection (b) contemplates a transfer of record or legal title to a third party, following a secured party's exercise of its disposition or acceptance remedies under this Part, as well as a

transfer by a debtor to a secured party prior to the secured party's exercise of those remedies. Under subsection (c), a transfer of record or legal title (under subsection (b) or under other law) to a secured party prior to the exercise of those remedies merely puts the secured party in a position to pass legal or record title to a transferee at foreclosure. A secured party who has obtained record or legal title retains its duties with respect to enforcement of its security interest, and the debtor retains its rights as well.

3. **Title-Clearing Systems Under Other Law.** Applicable non-UCC law (e.g., a certificate-of-title statute, federal registry rules, or the like) may provide a means by which the secured party may obtain or transfer record or legal title for the purpose of a disposition of the property under this Article. The mechanism provided by this section is in addition to any title-clearing provision under law other than this Article.

Historical and Statutory Notes

1999 Legislation

Subordination of legislation by Stats.1999, c. 991 (S.B.45), to other 1999 legislation, see Historical and Stat-

utory Notes under Business and Professions Code § 7507.13.

§ 9620. **Acceptance of collateral in full or partial satisfaction of obligation; compulsory disposition of collateral**

(a) Except as otherwise provided in subdivision (g), a secured party may accept collateral in full or partial satisfaction of the obligation it secures only if all of the following conditions are satisfied:

(1) The debtor consents to the acceptance under subdivision (c).

(2) The secured party does not receive, within the time set forth in subdivision (d), a notification of objection to the proposal authenticated by either of the following:

(A) A person to which the secured party was required to send a proposal under Section 9621.

(B) Any other person, other than the debtor, holding an interest in the collateral subordinate to the security interest that is the subject of the proposal.

(3) If the collateral is consumer goods, the collateral is not in the possession of the debtor when the debtor consents to the acceptance.

(4) Subdivision (e) does not require the secured party to dispose of the collateral or the debtor waives the requirement pursuant to Section 9624.

(b) A purported or apparent acceptance of collateral under this section is ineffective unless both of the following conditions are satisfied:

(1) The secured party consents to the acceptance in an authenticated record or sends a proposal to the debtor.

(2) The conditions of subdivision (a) are met.

(c) For purposes of this section both of the following rules apply:

(1) A debtor consents to an acceptance of collateral in partial satisfaction of the obligation it secures only if the debtor agrees to the terms of the acceptance in a record authenticated after default.

Additions or changes indicated by underline; deletions by asterisks * * *