

05-02-2002

Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FOREX, LTD.

4-22-02

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

2. Name and address of receiving party(ies)

Name: Rocco T. Logiodice

Internal Address: _____

Street Address: 1213 N. Industrial Road

City: Chandler State: OK Zip: 74834

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

3. Nature of conveyance:

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

Execution Date: March, 2002

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: N/A

A. Patent Application No.(s)

B. Patent No.(s) 29/431,176

Additional numbers attached? Yes No

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

Name: Rocco T. Logiodice

Internal Address: _____

Street Address: 1213 N. Industrial Road

City: Chandler State: OK Zip: 74834

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.

Rocco T. Logiodice
Name of Person Signing

Rocco T. Logiodice
Signature

3/28/02
Date

Total number of pages including cover sheet, attachments, and documents: 1

05/01/2002 DBYRME 00000244 29431176

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

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PATENT
REEL: 012837 FRAME: 0635

BILL OF SALE AGREEMENT

This BILL OF SALE AGREEMENT ("Agreement") is made and entered into as of the 27th day of March, 2002 (the "Effective Date"), by and between FOREX, LTD., a Texas limited partnership (the "Grantor"), and ROCCO T. LOGIODICE (the "Grantee") (collectively, the "Parties").

RECITALS:

WHEREAS, the Grantor has filed a voluntary petition for reorganization pursuant to Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas (San Antonio Division) (the "Court") in the case styled *In re: Forex Management Co., Inc. and Forex, Ltd.*, jointly administered under Case No. 01-53886-RBK; and

WHEREAS, the Grantor obtained United States Letters Patent Number 29/431,176 (dated September 26, 2000) for a new, original, and ornamental design for a finished support (the "Letters Patent") by virtue of prior assignment and is currently the sole owner of the Letters Patent; and

WHEREAS, the Grantor desires to sell to the Grantee and the Grantee desires to purchase certain assets of the Grantor consisting of the Letters Patent and the molds and equipment identified in Exhibit "A" of this Agreement (collectively, the "Perma Pad Assets"); and

WHEREAS, on March 7, 2002, the Court entered its "Order Authorizing Sale of Perma Pad Assets Free and Clear of Liens, Claims, and Other Interests by Auction and Establishing Procedure for Distribution of Sales Proceeds to Secured Creditors," attached as Exhibit "B" (the "Order") approving the sale of the Perma Pad Assets to the Grantee free and clear of all liens, encumbrances, and other interests;

NOW, THEREFORE, in accordance with the Court's Order and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Conveyance. Pursuant to the Order, the Grantor, in exchange for payment in full of the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000) (the "Purchase Price"), does hereby ASSIGN, GRANT, SELL, TRANSFER, CONVEY, SET OVER and DELIVER, unto the Grantee, all the Perma Pad Assets (the "Sale"), including without limitation the entire right, title, and interest in and to the Letters Patent to the full end of the term for which said Letters Patent are granted. The Perma Pad Assets are hereby conveyed, granted, bargained, sold, transferred, set over, vested and delivered, or intended so to be, unto the Grantee and his heirs, representatives, successors and assigns, to and for the Grantee's own use forever. The Sale shall be F.O.B. Grantor's place of business and shall be "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITH ALL WARRANTIES EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 2. Further Assurances. The Parties agree to execute and deliver such further instruments, agreements and assurances as each of them may reasonably request to evidence and provide for the assignment, sale, and/or transfer of the Perma Pad Assets by the Grantor.

Section 3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Section 4. Entire Agreement and Integration. This Agreement, including any and all Exhibits hereto which are made a full part hereof, sets forth the entire understanding between the Parties with respect to the subject matter hereof and cannot be amended except by a writing signed by both Parties. No waiver of any breach of any term or provision of this Agreement shall be deemed a waiver of any subsequent breach of such term or provision of this Agreement. This Agreement supersedes and replaces in its entirety any and all other agreements, oral or written, if any, between the Parties relating to the subject matter of this Agreement.

EXECUTED as of the Effective Date.

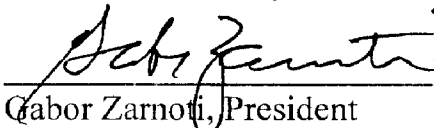
ADDRESSES

723 Coliseum Road
San Antonio, Texas 78219

PARTIES

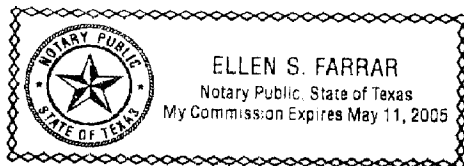
FOREX, LTD.

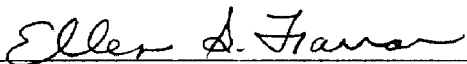
By: FOREX MANAGEMENT Co., INC.

By: 
Gabor Zarnoti, President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Gabor Zarnoti, President of Forex Management Co., Inc., and acknowledged to me that he executed the same on behalf of said corporation. *SIGNED + NOTARIZED 3/27/02.*




Notary Public, State of Texas

1213 N. Industrial Road
Chandler, OK 74834

Rocco T. Logiodice
Rocco T. Logiodice

STATE OF OKLAHOMA §
 §
COUNTY OF LeFlore §

Before me, the undersigned authority, on this day personally appeared Rocco T. Logiodice, known to me to be to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Kay Nelson
Notary Public, State of Oklahoma

6.7.03

EXHIBIT "B"

ORDER AUTHORIZING SALE OF PERMA PAD ASSETS FREE AND
CLEAR OF LIENS, CLAIMS, AND OTHER INTERESTS BY AUCTION
AND ESTABLISHING PROCEDURE FOR DISTRIBUTION OF
SALES PROCEEDS TO SECURED CREDITORS

FILED

MAR. - 7 2002

U.S. BANKRUPTCY COURT
BY FB DEPUTY

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
— SAN ANTONIO DIVISION

IN RE:	§	CHAPTER 11
	§	
FOREX MANAGEMENT CO., INC.,	§	CASE NO. 01-53886-RBK
	§	
FOREX, LTD.,	§	CASE NO. 01-53887-LMC
	§	
	§	Jointly Administered Under
DEBTORS	§	Case No. 01-53886-RBK

ORDER AUTHORIZING SALE OF PERMA PAD ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND OTHER INTERESTS BY AUCTION AND ESTABLISHING PROCEDURE FOR DISTRIBUTION OF SALES PROCEEDS TO SECURED CREDITORS

BE IT REMEMBERED, that on this date came on for consideration the Motion of FOREX, LTD. ("Debtor") for Authority to Sell Perma Pad Assets Free and Clear of Liens, Claims, and Other Interests by Auction (the "Motion"); and the Court, being of the opinion that the Motion is well-taken, hereby approves the Motion:

THE COURT FINDS THAT:

A. On January 30, 2002, this Court entered a "Preliminary Order Establishing Procedure Relating to Debtor's Motion Authorizing Sale of Property of the Estate Free and Clear of Liens and Other Interests (the "Preliminary Order"). The Preliminary Order authorized the Debtor to sell certain assets identified as the Perma Pad Assets (more fully described in the Motion) by auction conducted by open bid and subject to a minimum reserve price of \$300,000.00.

B. In accordance with the terms of the Preliminary Order, the Debtor sent notice of the sale to a number of parties in the industry involved in the equipment brokerage business and other

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parties who, in the opinion of the Debtor, might be interested in acquiring equipment of the type offered for sale.

C. The Court set February 20, 2002 at 10:00 as the date and time for the auction. Only one bidder appeared at the auction and announced an initial bid of \$300,000 for the Perma Pad Assets. No other bidders appeared and the auction was closed without further bids. The Court finds that Central Expanded Metal, Inc. is the winning bidder with a bid of \$300,000.00.

D. Central Expanded Metal, Inc. ("Purchaser") is a good-faith purchaser in accordance with Section 363(m) of the Bankruptcy Code.

E. The consideration being paid by the Purchaser to the Debtor for the Property (as defined in the Purchase Agreement) equals or exceeds the fair market value of the Property.

F. The sale of the Perma Pad Assets to the Purchaser for the successful bid price is in the best interests of the Debtor and its creditors and meet all requirements of Section 363 of the Bankruptcy Code.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The sale of the Perma Pad Assets consisting of moulds, patent rights and equipment identified on Exhibit "A" attached hereto and incorporated herein for all purposes as Exhibit "A" is hereby approved, and the Debtor shall be, and hereby is, authorized to sell the Perma Pad Assets to the Purchaser, or its successors and assigns for the total consideration of \$300,000 paid to the Debtor by Purchaser.

2. The Purchaser must close the purchase of the Perma Pad Assets within fifteen (15) calendar days after entry of this Order (the "Closing Date"). The only conditions to closing shall be: (a) the finality of the Order authorizing the sale; (b) the preparation and execution of appropriate

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documents memorializing the conveyance of the Perma Pad Assets to the successful bidder; and (c) delivery from the Debtor to Purchaser of satisfactory evidence of the existence of a patent held by the Debtor to the Perma Pad design. At closing, the bidder shall pay to the Debtor via wire transfer or other certified fund the balance of the successful bid price, net of the bid deposit in the amount of \$20,000 paid by Purchaser to Debtor prior to the auction.

3. In the event the Purchaser fails to close on or before the Closing Date, the Purchaser's deposit shall be forfeited, and the Debtor's obligation to sell the Perma Pad Assets to the Purchaser shall be terminated. The Debtor shall reserve all rights to prosecute any claims against the Purchaser for breach of its obligation to purchase the Perma Pad Assets.

4. The Debtor shall be, and hereby is, authorized to take such actions and execute such documents as may be reasonably necessary to convey (or assign, with respect to the Perma Pad patent) the Perma Pad Assets to Purchaser.

5. Such sale shall be: (i) free and clear of all liens, encumbrances, and other interests; (ii) F.O.B. Debtors' place of business; and (iii) "AS IS," "WHERE IS," and "WITH ALL FAULTS," WITH ALL WARRANTIES EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

6. The liens of all parties claiming liens upon the Perma Pad Assets shall be removed from the Perma Pad Assets and shall attach and transfer to and be perfected in the net proceeds of sale (the "Sale Proceeds") without further action by such parties or further Order of the Court;

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7. The Sale Proceeds shall be deposited into a segregated interest bearing account to be distributed to secured creditors holding valid and perfected security interests in the Sale Proceeds as determined in accordance with the following procedure¹:

a. Creditors asserting valid and perfected security interests in the Sale Proceeds must file an application asserting any and all security interests or liens upon the Sale Proceeds and serve a copy of the Application on the Debtor, its counsel, Compass Bank and its counsel, and upon counsel for the Official Committee of Unsecured Creditors at the following addresses:

DEBTOR:

Forex Management Co., Inc.
c/o Mr. Gabe Zarnoti
723 Coliseum Road
San Antonio, TX 78219

DEBTOR'S COUNSEL:

Raymond W. Battaglia
Oppenheimer, Blend,
Harrison & Tate, Inc.
711 Navarro, Sixth Floor
San Antonio, TX 78205

COMPASS BANK:

Mr. Frank Hueszel
Compass Bank
24 Greenway Plaza, suite 1601
P.O. Box 4444
Houston, TX 77046

COMPASS BANK COUNSEL:

Claiborne B. Gregory, Jr., Esq.
Jackson Walker, L.L.P.
112 East Pecan St., Suite 2100
San Antonio, TX 78205

COMMITTEE COUNSEL:

Mr. Ronald Hornberger
Plunkett & Gibson, Inc.
Interfirst Financial Center N.W.
6243 IH 10 West, Suite 600
San Antonio, TX 78201

¹Compass Bank's liens have previously been determined to be valid and perfected liens upon the Perma Pad Assets. Accordingly, Compass Bank need not take further actions to register it's claim to the Sale Proceeds.

Each such application (an "Application") shall contain, *inter alia*, the following information:

i) the complete name of the Creditor, its exact billing address, and its telephone number(s);

ii) the name of an individual contact person to receive notice of all matters related to this case on behalf of the Creditor;

iii) the name of the Debtor and any account number(s) used by the Creditor to identify the Debtor;

iv) a complete statement of the basis of the Creditor's claim against the Sale Proceeds, including proof of any prior perfection of its claim(s) as a secured claim;

v) the date the Debtor incurred the debt giving rise to the claim; and

vi) the total amount of the claim as of the date the Application was filed, including any accrued and allowable interest, penalties and other contractually or statutorily permitted charges.

b. Such Applications must be filed with the Court and served upon Counsel for the Debtor not later than 5:00 p.m. on the 15th day of March, 2002 (the "Bar Date"). Any Creditor failing to timely file an Application shall waive any right to assert a security interest in or lien upon the Perma Pad Assets or the Sale Proceeds, and such lien or security interest shall be disallowed and barred.

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c. Any party in interest objecting to the lien or security interest asserted by a Creditor must file objections to such security interest stating with particularity to basis for the objection on or before the 1st day of April, 2002.

d. In the event no objections are timely filed to any alleged lien or security interest in the Sale Proceeds or, if the Court determines such claims to be secured by the Sales Proceeds, the Debtor shall pay such allowed Secured Claims from the Sale Proceeds in accordance with the lien priorities determined by the Court.

FURTHER ORDERED, that this Order shall become final immediately upon entry without regard to the ten (10) day stay contained in Bankruptcy Rule 6004(g).

SIGNED this the 7 day of March, 2002.


RONALD B. KING
UNITED STATES BANKRUPTCY JUDGE

Upon entry transmit a conformed copy to:

RAYMOND W. BATTAGLIA
OPPENHEIMER, BLEND
HARRISON & TATE, INC.
711 Navarro, Sixth Floor
San Antonio, Texas 78205
Telephone: (210) 224-2000
Fax: (210) 224-7540

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Ray Battaglia - RWB- Doc.tif

- Pull better copy

2001 - Schedule of Movable Perma Pad Assets as of 08/31/01

Stands/Frames	Size	Diameter	Cost New	Depreciated Value
	24 x 24 x 2	10		
	24 x 30 x 2	3		
	24 x 36 x 2	5		
	26 x 26 x 2	2		
	30 x 30 x 2	7		
	30 x 36 x 2	2		
	30 x 40 x 2	2		
	32 x 32 x 2	6		
	32 x 42 x 2	1		
	33 x 45 x 2	1		
	36 x 36 x 2	3		
	36 x 48 x 2	2		
	24 x 24 x 3	3		
	24 x 36 x 3	1		
	30 x 30 x 3	5		
	30 x 40 x 3	6		
	42 x 32 x 3	1		
	33 x 45 x 3	4		
	36 x 36 x 3	4		
	36 x 45 x 3	3		
	Total	52		

- 5" Extruder number 2
- 4" Extruder number 1
- Gear Box, Stand, Driver Valve, Control System
- Grinder
- Carousel number 4
- Carousel number 3
- Carousel number 2
- Carousel number 1
- Silo/Blender
- 2nd Sandblast Cabinet
- Compressor
- 5 station blender
- Gaylord dumper at Silo
- 1st Sandblast Cabinet
- Berlinger Screen Conveyor
- Floor Scale
- 1st Sandblast Cabinet
- Vacuum Lifting System
- Material Delivery System



Water Treatment System

Scissor Lift number two

Melt Index Tester

Maag Pump

Cooling tower

2nd Gear Box

Water filtration system

Scissor Lift number one

Refrigerated Dryer

Gaylor Dumper at Grinder

Three Station Blender

Melt Index Tester

Supply Auger

Totals