

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bulwark Electromagnetic Material Applications, Inc.	12/09/2005
RECEIVING PARTY DATA	
Name:	WC&R Interests, Inc.
Street Address:	145 Cane Creek Industrial Park Drive
City:	Fletcher
State/Country:	NORTH CAROLINA
Postal Code:	28732
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5908043
Patent Number:	6068009
CORRESPONDENCE DATA	
Fax Number:	(703)712-5296
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(703) 712-5135
Email:	wfoster@mcguirewoods.com
Correspondent Name:	William S. Foster, Jr.
Address Line 1:	1750 Tysons Boulevard
Address Line 2:	Suite 1800
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	2045381-0001
NAME OF SUBMITTER:	William S. Foster, Jr. Reg. No. 51,695
Total Attachments: 36 source=Assignment#page1.tif source=Assignment#page2.tif	

CH \$80.00 5908043

500065859

PATENT
REEL: 016891 FRAME: 0881

source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif
source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif
source=Assignment#page11.tif
source=Assignment#page12.tif
source=Assignment#page13.tif
source=Assignment#page14.tif
source=Assignment#page15.tif
source=Assignment#page16.tif
source=Assignment#page17.tif
source=Assignment#page18.tif
source=Assignment#page19.tif
source=Assignment#page20.tif
source=Assignment#page21.tif
source=Assignment#page22.tif
source=Assignment#page23.tif
source=Assignment#page24.tif
source=Assignment#page25.tif
source=Assignment#page26.tif
source=Assignment#page27.tif
source=Assignment#page28.tif
source=Assignment#page29.tif
source=Assignment#page30.tif
source=Assignment#page31.tif
source=Assignment#page32.tif
source=Assignment#page33.tif
source=Assignment#page34.tif
source=Assignment#page35.tif
source=Assignment#page36.tif

MEMORANDUM OF SALE

THIS MEMORANDUM OF SALE, dated the ____th day of December 2005, is by and between WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, in its capacity as seller (the "Seller"), and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, in its capacity as purchaser ("Purchaser").

WHEREAS, on November 4, 2004, Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, a/k/a BEMA, Inc. (the "Debtor") made a promissory note (the "Note") in favor of the Seller in the amount of \$681,862.80 with interest thereon at an annual rate of 6% from October 22, 2004 until paid, plus reasonable attorneys' fees and costs (collectively, the "Debt Obligation").

WHEREAS, on November 4, 2004, the Debtor and the Seller entered into that certain Security Agreement, which secured the Debtor's payment of the Debt Obligation by a lien on all of the Debtor's personal property (the "Security Interest").

WHEREAS, the Seller subsequently perfected the Security Interest under applicable law, as evidenced by (i) that certain UCC Financing Statement filed with the Virginia State Corporation Commission on November 8, 2004 (File No. 0411087446-8), as amended by that certain UCC Correction Statement filed on February 25, 2005 (File No. 0502257060-9), (ii) that certain UCC Financing Statement filed with the Clerk of the Circuit Court of Prince William County, Virginia, on November 5, 2004 (File Nos. 200411050189288 & 200411050189258), as amended by that certain UCC Correction Statement filed on March 11, 2005 (File Nos. 200503110038373 & 200503110038379), and (iii) that certain Notice of Recordation of Assignment Document and accompanying documents filed with the U.S. Patent and Trademark Office on June 30, 2005 (Reel/Frame Nos. 016206/0143).

WHEREAS, on or about December 1, 2004, the Debtor defaulted in its payments of the Debt Obligation to the Seller.

WHEREAS, the Seller exercised its right to accelerate the full amount of the Debt Obligation under the terms of the Note and subsequently acquired an uncontested confession of judgment against the Debtor for the full amount of the Debt Obligation in the Circuit Court of Prince William County, Virginia, on June 24, 2005 (Law No. 65954).

WHEREAS, on October 19, 2005, the Seller noticed all parties in interest with a Notice of Disposition of Collateral and Advertisement of Public Sale (the "Notice"), thereby evidencing its intent to sell certain of the Collateral (as defined in the Notice) securing the Debt Obligation at a public auction to be held on December 5, 2005, and to apply the proceeds of such sale to the Debt Obligation in accordance with Virginia Code Ann. §§ 8.9A-101, et seq., and its rights under the Security Agreement. The Advertisement of Public Sale was also published in the Washington Post on the 11th, 18th, and 24th of November 2005.

WHEREAS, pursuant to the Notice, the Purchaser reserved its right to include the Debt Obligation in its bid for the Collateral (as defined in the Notice) to be sold at auction, with such Debt Obligation having the same value as a cash bid in the same amount.

WHEREAS, a public sale of the Collateral (as defined in the Notice) pursuant to Virginia Code Ann. §§ 8.9A-101, et seq., occurred at 10:00 a.m., on December 5, 2005, at the offices of McGuireWoods LLP, 1750 Tysons Blvd., Suite 1800, McLean, Virginia 22102, pursuant to the terms of the Security Agreement, such Collateral consisting of the property set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Property").

WHEREAS, the Purchaser, appearing at the public sale in accordance with the Notice, was the successful bidder for the purchase of the Property by virtue of its credit bid in the

amount of \$747,898.66, representing the total Debt Obligation of the Debtor, including accrued, unpaid interest and accrued costs and expenses (net of any setoffs), and has taken title to the Property in accordance with the terms and conditions set forth in the Notice and applicable law.

NOW, THEREFORE, this Memorandum of Sale witnesseth:

1. The Purchaser agrees to buy and the Seller agrees to sell the Property for the sum of Seven-Hundred Forty-Seven Thousand Eight-Hundred Ninety-Eight Dollars and Sixty-Six Cents (\$747,898.66).

2. The purchase price is to be paid by the Seller's acceptance of the Purchaser's credit bid of \$747,898.66 in full and final satisfaction of the Debtor's total outstanding Debt Obligation to the Seller under the Note and the Security Agreement.

3. Risk of loss as to the Property shall pass to the Purchaser at the time of the execution of this Memorandum of Sale.

4. The sale of the Property shall be subject to the terms stated in the Notice and the related Advertisement of Public Sale, a copy of which is attached hereto as Exhibit B and made a part hereof.

5. Settlement will occur at the offices of McGuireWoods LLP, 1750 Tysons Blvd., Suite 1800, McLean, Virginia 22102, within five (5) business days from the date of this Memorandum of Sale.

6. The Purchaser shall pay all recording charges, costs of conveyancing, and taxes, if any, relating to the sale and purchase of the Property.

7. The Seller shall convey the Property by a Bill of Sale, in substantially the form attached hereto as Exhibit C, and pursuant to the terms and conditions contained therein.

IN WITNESS WHEREOF, each of the Seller and Purchaser has, through its duly authorized officer, executed this Memorandum of Sale as of the day and year first above written.

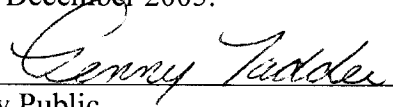
SELLER:

By: 

Title: PRESIDENT

Date: 12-9-2005

Subscribed and sworn to before me this 9 day of December 2005.


Notary Public

My Commission Expires: ~~My Commission Expires April 28, 2009~~

PURCHASER:

By: 

Title: Chief Financial Officer

Date: 12/9/05

Subscribed and sworn to before me this 9 day of December 2005.


Notary Public

My Commission Expires: ~~My Commission Expires April 28, 2009~~

EXHIBIT A

The Property as defined herein shall include:

A. Patents

1. United States Patent No. 5,908,043 issued June 1, 1999 pursuant to Application No. 07/829314 filed on February 3, 1992, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.
2. United States Patent No. 6,068,009 issued May 30, 2000 pursuant to Application No. 09/323024 filed on June 1, 1999, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

B. Miscellaneous Inventory

One (1) 8000BTU PCM Demo Unit
One (1) 8000BTU ECU Demo Unit
Seven (7) Hardigg 9X12 Enclosure Cases
Four (4) Hardigg 9X12 Frame Cases
Four (4) Hardigg 6X9 Enclosure Cases
One (1) Hardigg 6X9 Frame Case
One (1) Hardigg 3X6 Frame Case
One (1) Used Demo 9X12 Enclosure and Frame with Cases
One (1) Used Demo 6X9 Enclosure and Frame with Cases
One (1) Used Demo 4X2 Enclosure and Frame
One (1) Case of used Demo Lights (5)
One (1) Demo Accessory Case
Two (2) Sets of Demo Power and Signal Panels with Cases
Nineteen (19) Rolls Shielding Fabric 110cm. 50meter rolls
Fifteen (15) Jameson 3136ST 36 Watt Lights
Thirty-One (31) 5" EMI Honeycombs

One (1) Spectrum Analyzer Receiver
One (1) Spectrum Analyzer Amplifier
Two (2) Sets of Antennas for spectrum Analyzer
Eighteen (18) 115V Muffin Fans
Four (4) 3ft. 250 Joule Surge Protectors
Sixteen (16) Shielded Cables
Eight (8) Rolls of Adhesive Conductive Tape
One (1) Lot of Miscellaneous Hardware, Screws, Nuts, and Bolts
One (1) DEMO TecTent liner
Two (2) New TecTents complete
Two (2) new TecTent Vestibule Frames
Two (2) demo TecTent Vestibule Frames
One (1) new TecTent Connector Frame
One (1) Demo TecTent Connector Frame
Nineteen (19) enclosure bags
Thirteen (13) floor mats
One (1) 9X12X7 floor
Three (3) One Man Tents New
Two (2) One Man Tents Demo
Two (2) 3X6X6 frames
One (1) Demo 3X6X6 Acoustic enclosure
One (1) 4X2X2 Tabletop
One (1) 6X6X6 enclosure
One (1) Demo 3X6X6 frame

EXHIBIT B

NOTICE OF DISPOSITION OF COLLATERAL

TO: Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated (a/k/a BEMA, Inc.) (the "Debtor"), guarantors, secured parties, owners, or other parties in interest, if any.

FROM: WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products (the "Secured Party")

DATE: October 19, 2005

PLEASE TAKE NOTICE THAT pursuant to the Virginia Code Ann. §§ 8.9A-101, *et seq.*, and its rights under that certain Security Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Debtor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Secured Party, dated November 4, 2004 (the "Security Agreement"), evidenced by (i) that certain UCC Financing Statement filed with the Virginia State Corporation Commission on November 8, 2004, in favor of the Secured Party (File No. 0411087446-8), as amended by that certain UCC Correction Statement filed on February 25, 2005 (File No. 0502257060-9), (ii) that certain UCC Financing Statement filed with the Clerk of the Circuit Court of Prince William County, Virginia, on November 5, 2004, in favor of the Secured Party (File Nos. 200411050189288 & 200411050189258), as amended by that certain UCC Correction Statement filed on March 11, 2005 (File Nos. 200503110038373 & 200503110038379), and (iii) that certain Notice of Recordation of Assignment Document and accompanying documents filed with the U.S. Patent and Trademark Office on June 30, 2005, in favor of the Secured Party (Reel/Frame Nos. 016206/0143), the Secured Party will sell the Collateral described below at public auction (the "Public Sale") conducted at the address shown below on December 5, 2005 at 10:00 a.m. (Eastern Time) in accordance with the Advertisement of Public Sale attached hereto as Exhibit A.

NOTICE IS FURTHER GIVEN that the Collateral described below may be redeemed at any time before the disposition thereof by payment to the Secured Party of Six-hundred Eighty-one Thousand Eight-hundred Sixty-two Dollars and Eighty cents (\$681,862.80), with interest thereon at the rate of six per cent (6%) from the 22nd day of October 2004, until payment, plus the reasonable costs of collection, including attorneys' fees, which represents the balance due after crediting any unearned interest, premiums, credits, setoffs, and rebates, if any, as of such date (collectively, the "Indebtedness").

DESCRIPTION OF COLLATERAL

A. Patents

1. United States Patent No. 5,908,043 issued June 1, 1999 pursuant to Application No. 07/829314 filed on February 3, 1992, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as

Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

2. United States Patent No. 6,068,009 issued May 30, 2000 pursuant to Application No. 09/323024 filed on June 1, 1999, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

To the best of the Secured Party's knowledge, each of the foregoing letters patent is presently located at the United States Patent and Trademark Office, Madison Building, 600 Dulany Street, Alexandria, Virginia, 22314, where it may be examined prior to the Public Sale.

B. Miscellaneous Inventory

One (1) 8000BTU PCM Demo Unit
One (1) 8000BTU ECU Demo Unit
Seven (7) Hardigg 9X12 Enclosure Cases
Four (4) Hardigg 9X12 Frame Cases
Four (4) Hardigg 6X9 Enclosure Cases
One (1) Hardigg 6X9 Frame Case
One (1) Hardigg 3X6 Frame Case
One (1) Used Demo 9X12 Enclosure and Frame with Cases
One (1) Used Demo 6X9 Enclosure and Frame with Cases
One (1) Used Demo 4X2 Enclosure and Frame
One (1) Case of used Demo Lights (5)
One (1) Demo Accessory Case
Two (2) Sets of Demo Power and Signal Panels with Cases
Nineteen (19) Rolls Shielding Fabric 110cm. 50meter rolls
Fifteen (15) Jameson 3136ST 36 Watt Lights
Thirty-One (31) 5" EMI Honeycombs
One (1) Spectrum Analyzer Receiver
One (1) Spectrum Analyzer Amplifier
Two (2) Sets of Antennas for spectrum Analyzer

Eighteen (18) 115V Muffin Fans
Four (4) 3ft. 250 Joule Surge Protectors
Sixteen (16) Shielded Cables
Eight (8) Rolls of Adhesive Conductive Tape
One (1) Lot of Miscellaneous Hardware, Screws, Nuts, and Bolts
One (1) DEMO TecTent liner
Two (2) New TecTents complete
Two (2) new TecTent Vestibule Frames
Two (2) demo TecTent Vestibule Frames
One (1) new TecTent Connector Frame
One (1) Demo TecTent Connector Frame
Nineteen (19) enclosure bags
Thirteen (13) floor mats
One (1) 9X12X7 floor
Three (3) One Man Tents New
Two (2) One Man Tents Demo
Two (2) 3X6X6 frames
One (1) Demo 3X6X6 Acoustic enclosure
One (1) 4X2X2 Tabletop
One (1) 6X6X6 enclosure
One (1) Demo 3X6X6 frame

To the best of the Secured Party's knowledge, each of the foregoing pieces of inventory is located at WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, 145 Cane Creek Industrial Park Dr., Fletcher, North Carolina 28732, where it may be examined prior to the Public Sale.

TERMS OF PUBLIC SALE

The Indebtedness has been and is hereby declared due because of default under the terms of the Security Agreement, including but not limited to non-payment of principal and interest when due. Because the Indebtedness remains in default, the Public Sale will be made for the purpose of applying the proceeds thereof to the payment of (i) the Indebtedness secured in part by the Collateral described above, (ii) all expenses or costs of this Public Sale, and (iii) all other expenses or costs provided for under the Security Agreement, including attorney's fees as provided therein, notice and intention to collect attorney's fees having been given as provided by law. The remainder of the proceeds, if any, shall be applied as provided by law.

The Collateral will be sold at public auction to the highest and best bidder for cash, subject to all unpaid taxes and governmental assessments, if any. Each person attending the Public Sale shall be afforded an opportunity to bid on a competitive basis. The Secured Party has the right to bid at the Public Sale and may be the purchaser of the Collateral. The Secured Party retains the right to include the Indebtedness in its bid for the Collateral, such Indebtedness having the same value as a cash bid in the same amount.

For a more complete recitation of the terms and conditions that will govern the Public Sale, please see the Advertisement of Public Sale attached hereto as Exhibit A. Any party may request and receive a copy of the attached Advertisement of Public Sale by timely written request of the Secured Party's counsel listed below.

ADDRESS AT WHICH SALE WILL BE CONDUCTED

McGuireWoods LLP
1750 Tysons Boulevard
Suite 1800
McLean, Virginia 22102-4215

PERSONS TO WHOM THIS NOTICE IS SENT

Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
8484 Kao Circle
Manassas, Virginia 20110
By Certified Mail and Private Process Server

Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
c/o Clerk of the Virginia State Corporation Commission
Tyler Building
1300 E. Main Street
Richmond, Virginia 23219
By Certified Mail

Dwight C. Pettay (office)
Registered Agent
Director
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
8484 Kao Circle
Manassas, Virginia 20110
By Certified Mail and Private Process Server

Dwight C. Pettay (home)
Registered Agent
Director
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
7708 Newcastle Drive
Annandale, Virginia 22003
By Certified Mail and Private Process Server

Paul Hester
Chairman of the Board
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
43014 Waters Overlook Court
Leesburg, Virginia 20176
By Certified Mail and Private Process Server

Robert E. Thomas
13100 Pershing Drive
Manassas, Virginia 20112
By Certified Mail and Private Process Server

Joyce Paes
6547 Quail Hollow Drive
Manassas, Virginia 22111
By Certified Mail

James P. Cullen
2623 Woodley Place
Falls Church, Virginia 22046-2737
By Certified Mail

Terry Phillips
109 N. Thomas Street
Bellefonte, Pennsylvania 16823
By Certified Mail

Joseph H. Aldridge
4310 Fallbrook Lane
Dale City, Virginia 22193
By Certified Mail

Stephen C. Harvey
Registered Agent
The IDEA Corporation
7825 Helen of Troy
El Paso, Texas 79912
By Certified Mail

Sherry W. Moore
Loan Processor
Southern Financial Bank
37 East Main Street
Warrenton, Virginia 20186
By Certified Mail and Private Process Server

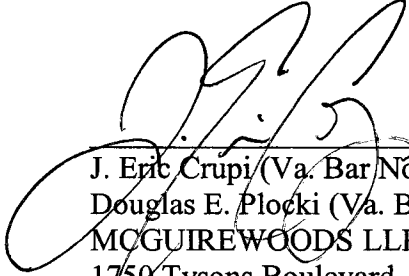
Images, Inc.
45449 Severn Way
Suite 173
Dulles, Virginia 20166
By Certified Mail

Woodland Financial Services
P.O. Box 884
Middleburge, Virginia 20118
By Certified Mail

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY AT THE ADDRESS SHOWN BELOW.

Submitted this 19th day of October 2005.

WC&R Interests, Inc., d/b/a
Diamond Brand Canvas Products
145 Cane Creek Industrial Park Dr.
Fletcher, North Carolina 28732
By Counsel



J. Eric Crupi (Va. Bar No. 46782)
Douglas E. Plocki (Va. Bar No. 48663)
MCGUIREWOODS LLP
1750 Tysons Boulevard
Suite 1800
McLean, VA 22102
Office: (703) 712-5000
FAX: (703) 712-5208

VERIFICATION CERTIFICATE

I hereby certify under penalty of perjury that the foregoing Notice of Disposition of Collateral is true and correct to the best of my knowledge, information, and belief.

WC&R Interests, Inc.

By: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA)

County Of _____)

TO WIT:

This day, personally appeared before me, John Deblake of WC&R Interests, Inc., who made oath that the foregoing Notice of Disposition of Collateral is true and correct to the best of his knowledge, information, and belief.

Subscribed and sworn to before me this 28 day of October 2005.

Notary Public

My Commission Expires:

My Commission Expires April 28, 2009

Exhibit A

ADVERTISEMENT OF PUBLIC SALE

Pursuant to the Virginia Code Ann. §§ 8.9A-101, *et seq.*, and its rights under that certain Security Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated (the "Debtor") and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products (the "Secured Party") dated November 4, 2004 (the "Security Agreement"), evidenced by (i) that certain UCC Financing Statement filed with the Virginia State Corporation Commission on November 8, 2004, in favor of the Secured Party (File No. 0411087446-8), as amended by that certain UCC Correction Statement filed on February 25, 2005 (File No. 0502257060-9), (ii) that certain UCC Financing Statement filed with the Clerk of the Circuit Court of Prince William County, Virginia, on November 5, 2004, in favor of the Secured Party (File Nos. 200411050189288 & 200411050189258), as amended by that certain UCC Correction Statement filed on March 11, 2005 (File Nos. 200503110038373 & 200503110038379), and (iii) that certain Notice of Recordation of Assignment Document and accompanying documents filed with the U.S. Patent and Trademark Office on June 30, 2005, in favor of the Secured Party (Reel/Frame Nos. 016206/0143), the Secured Party will sell below-described collateral (the "Collateral") at public auction (the "Public Sale") conducted at the law offices of McGuireWoods LLP, 1750 Tysons Boulevard, Suite 1800, McLean, Virginia 22102-4215, on December 5, 2005 at 10:00 a.m. (Eastern Time) in order to apply the proceeds thereof to the debt owed by the Debtor to the Secured Party in the aggregate amount of Six-hundred Eighty-one Thousand Eight-hundred Sixty-two Dollars and Eighty cents (\$681,862.80), with interest thereon at the rate of six per cent (6%) from the 22nd day of October 2004, until payment, plus the reasonable costs of collection, including attorneys' fees, which represents the balance due after crediting any unearned interest, premiums, credits, setoffs, and rebates, if any, as of such date (collectively, the "Indebtedness").

The Collateral to be sold at the Public Sale is as follows:

A. Patents

1. United States Patent No. 5,908,043 issued June 1, 1999 pursuant to Application No. 07/829314 filed on February 3, 1992, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensors, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensors, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

2. United States Patent No. 6,068,009 issued May 30, 2000 pursuant to Application No. 09/323024 filed on June 1, 1999, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

To the best of the Secured Party's knowledge, each of the foregoing letters patent is presently located at the United States Patent and Trademark Office, Madison Building, 600 Dulany Street, Alexandria, Virginia, 22314, where it may be examined prior to the Public Sale.

B. Miscellaneous Inventory

One (1) 8000BTU PCM Demo Unit
One (1) 8000BTU ECU Demo Unit
Seven (7) Hardigg 9X12 Enclosure Cases
Four (4) Hardigg 9X12 Frame Cases
Four (4) Hardigg 6X9 Enclosure Cases
One (1) Hardigg 6X9 Frame Case
One (1) Hardigg 3X6 Frame Case
One (1) Used Demo 9X12 Enclosure and Frame with Cases
One (1) Used Demo 6X9 Enclosure and Frame with Cases
One (1) Used Demo 4X2 Enclosure and Frame
One (1) Case of used Demo Lights (5)
One (1) Demo Accessory Case
Two (2) Sets of Demo Power and Signal Panels with Cases
Nineteen (19) Rolls Shielding Fabric 110cm. 50meter rolls
Fifteen (15) Jameson 3136ST 36 Watt Lights
Thirty-One (31) 5" EMI Honeycombs
One (1) Spectrum Analyzer Receiver
One (1) Spectrum Analyzer Amplifier
Two (2) Sets of Antennas for spectrum Analyzer
Eighteen (18) 115V Muffin Fans
Four (4) 3ft. 250 Joule Surge Protectors
Sixteen (16) Shielded Cables
Eight (8) Rolls of Adhesive Conductive Tape
One (1) Lot of Miscellaneous Hardware, Screws, Nuts, and Bolts
One (1) DEMO TecTent liner
Two (2) New TecTents complete
Two (2) new TecTent Vestibule Frames

Two (2) demo TecTent Vestibule Frames
One (1) new TecTent Connector Frame
One (1) Demo TecTent Connector Frame
Nineteen (19) enclosure bags
Thirteen (13) floor mats
One (1) 9X12X7 floor
Three (3) One Man Tents New
Two (2) One Man Tents Demo
Two (2) 3X6X6 frames
One (1) Demo 3X6X6 Acoustic enclosure
One (1) 4X2X2 Tabletop
One (1) 6X6X6 enclosure
One (1) Demo 3X6X6 frame

To the best of the Secured Party's knowledge, each of the foregoing pieces of inventory is located at WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, 145 Cane Creek Industrial Park Dr., Fletcher, North Carolina 28732, where it may be examined prior to the Public Sale. The foregoing inventory is being sold subject to any senior lien rights that any party may have in such inventory.

The Indebtedness has been and is hereby declared due because of default under the terms of the Security Agreement, including but not limited to non-payment of principal and interest when due. Because the Indebtedness remains in default, the Public Sale will be made for the purpose of applying the proceeds thereof to the payment of (i) the Indebtedness secured in part by the Collateral described above, (ii) all expenses or costs of this Public Sale, and (iii) all other expenses or costs provided for under the Security Agreement, including attorney's fees as provided therein, notice and intention to collect attorney's fees having been given as provided by law. The remainder of the proceeds, if any, shall be applied as provided by law.

The following are the general terms and conditions that shall govern the Public Sale described herein:

1. The Collateral will be sold at the Public Sale to the highest and best bidder (the "Successful Bidder") for cash, subject to all unpaid taxes and governmental assessments, if any; provided, however, that notwithstanding the foregoing, the Secured Party may offer any portion of the collateral to be sold separately at the Public Sale if the Secured Party, in its sole discretion, determines such action to be in the interest of maximizing the sale proceeds.
2. Unless the Successful Bidder is the Secured Party, the Successful Bidder shall, immediately upon the conclusion of the Public Sale, (i) execute a memorandum of sale and (ii) make an initial deposit of twenty-five percent (25%) of the winning amount bid at the Public Sale (the "Initial Deposit") via cash, wire transfer, cashier's check, or certified check made payable to WC&R Interests, Inc., and the balance shall be due and payable to the Secured Party within five (5) business days of the conclusion of the Public Sale via cash, wire transfer, cashier's check,

certified check or in such other manner as is deemed acceptable to the Secured Party in its sole discretion. All bids at the auction must be in U.S. dollars.

3. If the Successful Bidder defaults on payment of the balance due pursuant to the foregoing paragraph, such bidder, in the Secured Party's sole discretion and as it may elect, will forfeit the Initial Deposit, which shall be retained by the Secured Party as liquidated damages. If the Secured Party elects, the Collateral then may be sold either (a) to the next highest bidder from the Public Sale, without further notice, or (b) to another bidder who must meet the requirements set forth in this Advertisement of Public Sale at a subsequent auction date.
4. The Secured Party reserves the right to (i) credit bid at the auction, either directly or through an affiliated entity, and to credit the amount bid against the expenses of the Indebtedness, any expenses or costs of the Public Sale, and/or any expenses or costs provided under the Security Agreement, (ii) reject any or all bids at the Public Sale or any adjournment of the Public Sale, (iii) the right to cancel, postpone or adjourn the Public Sale by announcement made at the initial date for the Public Sale or the date of any subsequently adjourned Public Sale, either before or after the commencement of bidding, without written notice or further publication, and/or (iv) modify any of the terms and conditions of the Public Sale at any time.
5. Upon indefeasible payment in full of the entire purchase price required to be made by the Successful Bidder to the Secured Party, the Secured Party will cause to be delivered to the Successful Bidder a bill of sale for all of the Collateral successfully bid upon by the Successful Bidder at the Public Sale. THERE SHALL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION. ALL OF THE COLLATERAL IS BEING SOLD AND ASSIGNED ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY RECOURSE, WARRANTY OR GUARANTY, WHETHER EXPRESS OR IMPLIED.

WC&R Interests, Inc., d/b/a
Diamond Brand Canvas Products
145 Cane Creek Industrial Park Dr.
Fletcher, North Carolina 28732
By Counsel

J. Eric Crupi (Va. Bar No. 46782)
Douglas E. Plocki (Va. Bar No. 48663)
MCGUIREWOODS LLP
1750 Tysons Boulevard
Suite 1800
McLean, VA 22102
Office: (703) 712-5000
FAX: (703) 712-5208

EXHIBIT C

\\COM\558181.3

BILL OF SALE

STATE OF VIRGINIA
COUNTY OF FAIRFAX

THIS BILL OF SALE is made this ____ day of December 2005, by and between WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, in its capacity as seller (the "Seller"), and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, in its capacity as purchaser ("Purchaser").

WHEREAS, on November 4, 2004, Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, a/k/a BEMA, Inc. (the "Debtor") made a promissory note (the "Note") in favor of the Seller in the amount of \$681,862.80 with interest thereon at an annual rate of 6% from October 22, 2004 until paid, plus reasonable attorneys' fees and costs (collectively, the "Debt Obligation").

WHEREAS, on November 4, 2004, the Debtor and the Seller entered into that certain Security Agreement, which secured the Debtor's payment of the Debt Obligation by a lien on all of the Debtor's personal property (the "Security Interest").

WHEREAS, the Seller subsequently perfected the Security Interest under applicable law, as evidenced by (i) that certain UCC Financing Statement filed with the Virginia State Corporation Commission on November 8, 2004 (File No. 0411087446-8), as amended by that certain UCC Correction Statement filed on February 25, 2005 (File No. 0502257060-9), (ii) that certain UCC Financing Statement filed with the Clerk of the Circuit Court of Prince William County, Virginia, on November 5, 2004 (File Nos. 200411050189288 & 200411050189258), as amended by that certain UCC Correction Statement filed on March 11, 2005 (File Nos. 200503110038373 & 200503110038379), and (iii) that certain Notice of Recordation of Assignment Document and accompanying documents filed with the U.S. Patent and Trademark Office on June 30, 2005 (Reel/Frame Nos. 016206/0143).

WHEREAS, on or about December 1, 2004, the Debtor defaulted in its payments of the Debt Obligation to the Seller.

WHEREAS, the Seller exercised its right to accelerate the full amount of the Debt Obligation under the terms of the Note and subsequently acquired an uncontested confession of judgment against the Debtor for the full amount of the Debt Obligation in the Circuit Court of Prince William County, Virginia, on June 24, 2005 (Law No. 65954).

WHEREAS, on October 19, 2005, the Seller noticed all parties in interest with a Notice of Disposition of Collateral and Advertisement of Public Sale (the "Notice"), thereby evidencing its intent to sell certain of the Collateral (as defined in the Notice) securing the Debt Obligation at a public auction to be held on December 5, 2005, and to apply the proceeds of such sale to the Debt Obligation in accordance with Virginia Code Ann. §§ 8.9A-101, et seq., and its rights under the Security Agreement. The

Advertisement of Public Sale was also published in the Washington Post on the 11th, 18th, and 24th of November 2005.

WHEREAS, pursuant to the Notice, the Purchaser reserved its right to include the Debt Obligation in its bid for the Collateral (as defined in the Notice) to be sold at auction, with such Debt Obligation having the same value as a cash bid in the same amount.

WHEREAS, a public sale of the Collateral (as defined in the Notice) pursuant to Virginia Code Ann. §§8.9A-101, et seq., occurred at 10:00 a.m., on December 5, 2005, at the offices of McGuireWoods LLP, 1750 Tysons Blvd., Suite 1800, McLean, Virginia 22102, pursuant to the terms of the Security Agreement, such Collateral consisting of the property set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Property").

WHEREAS, the Purchaser, appearing at the public sale in accordance with the Notice, was the successful bidder for the purchase of the Property by virtue of its credit bid in the amount of \$747,898.66, representing the total Debt Obligation of the Debtor, including accrued, unpaid interest and accrued costs and expenses (net of any setoffs), and has taken title to the Property in accordance with the terms and conditions set forth in the Notice and applicable law.

NOW, THEREFORE, the Seller, for and in consideration of the satisfaction of \$747,898.66 in outstanding debt owed by the Debtor to the Seller under the Note and the Security Agreement and accepted by the Seller, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed and does grant, bargain, sell, transfer, and convey to the Purchaser all of the Debtor's right, title, and interest in and to the Property "AS IS" and "WHERE IS" without representation or warranty.

TO HAVE AND TO HOLD, all and singularly, the Property unto Purchaser and its successors and assigns for Purchaser's use and benefit, forever. The Seller hereby warrants and confirms to the Purchaser that: (a) the Property described in Section A (entitled "Patents") of Exhibit A attached hereto (collectively, the "Patents") are physically located at the United States Patent and Trademark Office, Madison Building, 600 Dulany Street, Alexandria, Virginia, 22314 on the date hereof; (b) the Property described in Section B (entitled "Miscellaneous Inventory") of Exhibit A attached hereto (collectively, the "Miscellaneous Inventory") is physically located at WC&R Interests, Inc. d/b/a Diamond Brand Canvas Products, 145 Cane Creek Industrial Park Dr., Fletcher, North Carolina 28732 on the date hereof; (c) the Property conveyed herein is subject to a claim by Robert and Cheryl Thomas of a prior, perfected security interest in the Property as evidenced by a Notice of Default dated November 16, 2005, attached hereto as Exhibit B, and further subject to such additional security interests as may be demonstrated by security interest holders, if any; (d) the Debtor is in default under the terms and provisions of the Note and the Security Agreement and any other documents relating to, securing, or evidencing the Debt Obligation, (e) the Seller shall apply the

proceeds of the public sale in accordance with the terms and provisions of the Security Agreement and any other documents relating to, securing, or evidencing the Debt Obligation and the Uniform Commercial Code as codified in Virginia; and (f) the Purchaser shall have no obligation or duty to ensure that such proceeds are appropriately applied.

IN WITNESS WHEREOF, each of the Seller and Purchaser has, through its duly authorized officer, executed this Bill of Sale as of the day and year first above written.

SELLER:

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me this ____ day of December 2005.

Notary Public

My Commission Expires: _____

PURCHASER:

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me this ____ day of December 2005.

Notary Public

My Commission Expires: _____

\\COM\558189.4

EXHIBIT A

The Property as defined herein shall include:

A. Patents

1. United States Patent No. 5,908,043 issued June 1, 1999 pursuant to Application No. 07/829314 filed on February 3, 1992, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

2. United States Patent No. 6,068,009 issued May 30, 2000 pursuant to Application No. 09/323024 filed on June 1, 1999, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

B. Miscellaneous Inventory

One (1) 8000BTU PCM Demo Unit
One (1) 8000BTU ECU Demo Unit
Seven (7) Hardigg 9X12 Enclosure Cases
Four (4) Hardigg 9X12 Frame Cases
Four (4) Hardigg 6X9 Enclosure Cases
One (1) Hardigg 6X9 Frame Case
One (1) Hardigg 3X6 Frame Case
One (1) Used Demo 9X12 Enclosure and Frame with Cases
One (1) Used Demo 6X9 Enclosure and Frame with Cases
One (1) Used Demo 4X2 Enclosure and Frame
One (1) Case of used Demo Lights (5)
One (1) Demo Accessory Case
Two (2) Sets of Demo Power and Signal Panels with Cases
Nineteen (19) Rolls Shielding Fabric 110cm. 50meter rolls
Fifteen (15) Jameson 3136ST 36 Watt Lights
Thirty-One (31) 5" EMI Honeycombs

One (1) Spectrum Analyzer Receiver
One (1) Spectrum Analyzer Amplifier
Two (2) Sets of Antennas for spectrum Analyzer
Eighteen (18) 115V Muffin Fans
Four (4) 3ft. 250 Joule Surge Protectors
Sixteen (16) Shielded Cables
Eight (8) Rolls of Adhesive Conductive Tape
One (1) Lot of Miscellaneous Hardware, Screws, Nuts, and Bolts
One (1) DEMO TecTent liner
Two (2) New TecTents complete
Two (2) new TecTent Vestibule Frames
Two (2) demo TecTent Vestibule Frames
One (1) new TecTent Connector Frame
One (1) Demo TecTent Connector Frame
Nineteen (19) enclosure bags
Thirteen (13) floor mats
One (1) 9X12X7 floor
Three (3) One Man Tents New
Two (2) One Man Tents Demo
Two (2) 3X6X6 frames
One (1) Demo 3X6X6 Acoustic enclosure
One (1) 4X2X2 Tabletop
One (1) 6X6X6 enclosure
One (1) Demo 3X6X6 frame

EXHIBIT B

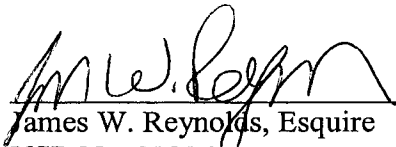
To: Bulwark Electromagnetic Material Applications, Inc. ("BEMA")
From: Robert and Cheryl Thomas, successors to Provident Bank
Date: November 16, 2005

NOTICE OF DEFAULT

This Notice is intended to inform BEMA that it is in default of a certain promissory note (the "Note") dated November 1, 2000, from BEMA to Provident Bank (the "Bank"), which was the successor to Southern Financial Bank, for reasons including but not limited to the failure to pay principal and interest when due. The Note and all of the Bank's rights and interests under the Note were subsequently assigned by the Bank to Robert and Cheryl Thomas. The Note is secured by a certain Security Agreement dated November 1, 2000 and a certain Commercial Security Agreement dated October 2, 2001, by and between BEMA and the Bank, as successor to Southern Financial Bank. Pursuant to the Note the entire outstanding principal amount with late charges, accrued interest and reasonable attorney's fees became due and payable upon the first default and remains due and payable.

Pursuant to the terms of the Note and the security agreements, Mr. and Mrs. Thomas are entitled to take possession of the collateral securing the Note. Subject to and without waiving any rights under the Note and the security agreements, Robert and Cheryl Thomas hereby make final demand for immediate payment of the principal amount of \$101,800.00, as of December 30, 2004, plus interest, late charges, reasonable attorney's fees and costs.

Robert Thomas
Cheryl Thomas
By Counsel


James W. Reynolds, Esquire
VSB No. 33226

Odin, Feldman & Pittleman, P.C.
9302 Lee Highway, Suite 1100
Fairfax, Virginia 22031
Direct: (703) 218-2134
Fax: (703) 218-2160

PERSONS TO WHOM THIS NOTICE IS SENT

Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
8484 Kao Circle
Manassas, Virginia 20110
By Certified Mail and Regular First Class Mail

Bulwark Electromagnetic Material Applications, Inc.
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
c/o Clerk of the Virginia State Corporation Commission
Tyler Building
1300 E. Main Street Richmond, Virginia 23219
By Certified Mail and Regular First Class Mail

Dwight C. Pettay (office)
Registered Agent, Director
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
8484 Kao Circle
Manassas, Virginia 20110
By Certified Mail and Regular First Class Mail

Dwight C. Pettay (home)
Registered Agent, Director
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
7708 Newcastle Drive
Annandale, Virginia 22003
By Certified Mail and Regular First Class Mail

Paul Hester
Chairman of the Board
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
43014 Waters Overlook Court
Leesburg, Virginia 20176
By Certified Mail and Regular First Class Mail

J. Eric Crupi, Esquire
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
McLean, Virginia 22102

N:\Data\Client\46000-46999\46203\00001\jwrpl-notice default.doc

BILL OF SALE

STATE OF VIRGINIA
COUNTY OF FAIRFAX

THIS BILL OF SALE is made this ____ day of December 2005, by and between WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, in its capacity as seller (the "Seller"), and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, in its capacity as purchaser ("Purchaser").

WHEREAS, on November 4, 2004, Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, a/k/a BEMA, Inc. (the "Debtor") made a promissory note (the "Note") in favor of the Seller in the amount of \$681,862.80 with interest thereon at an annual rate of 6% from October 22, 2004 until paid, plus reasonable attorneys' fees and costs (collectively, the "Debt Obligation").

WHEREAS, on November 4, 2004, the Debtor and the Seller entered into that certain Security Agreement, which secured the Debtor's payment of the Debt Obligation by a lien on all of the Debtor's personal property (the "Security Interest").

WHEREAS, the Seller subsequently perfected the Security Interest under applicable law, as evidenced by (i) that certain UCC Financing Statement filed with the Virginia State Corporation Commission on November 8, 2004 (File No. 0411087446-8), as amended by that certain UCC Correction Statement filed on February 25, 2005 (File No. 0502257060-9), (ii) that certain UCC Financing Statement filed with the Clerk of the Circuit Court of Prince William County, Virginia, on November 5, 2004 (File Nos. 200411050189288 & 200411050189258), as amended by that certain UCC Correction Statement filed on March 11, 2005 (File Nos. 200503110038373 & 200503110038379), and (iii) that certain Notice of Recordation of Assignment Document and accompanying documents filed with the U.S. Patent and Trademark Office on June 30, 2005 (Reel/Frame Nos. 016206/0143).

WHEREAS, on or about December 1, 2004, the Debtor defaulted in its payments of the Debt Obligation to the Seller.

WHEREAS, the Seller exercised its right to accelerate the full amount of the Debt Obligation under the terms of the Note and subsequently acquired an uncontested confession of judgment against the Debtor for the full amount of the Debt Obligation in the Circuit Court of Prince William County, Virginia, on June 24, 2005 (Law No. 65954).

WHEREAS, on October 19, 2005, the Seller noticed all parties in interest with a Notice of Disposition of Collateral and Advertisement of Public Sale (the "Notice"), thereby evidencing its intent to sell certain of the Collateral (as defined in the Notice) securing the Debt Obligation at a public auction to be held on December 5, 2005, and to apply the proceeds of such sale to the Debt Obligation in accordance with Virginia Code Ann. §§ 8.9A-101, et seq., and its rights under the Security Agreement. The

Advertisement of Public Sale was also published in the Washington Post on the 11th, 18th, and 24th of November 2005.

WHEREAS, pursuant to the Notice, the Purchaser reserved its right to include the Debt Obligation in its bid for the Collateral (as defined in the Notice) to be sold at auction, with such Debt Obligation having the same value as a cash bid in the same amount.

WHEREAS, a public sale of the Collateral (as defined in the Notice) pursuant to Virginia Code Ann. §§8.9A-101, et seq., occurred at 10:00 a.m., on December 5, 2005, at the offices of McGuireWoods LLP, 1750 Tysons Blvd., Suite 1800, McLean, Virginia 22102, pursuant to the terms of the Security Agreement, such Collateral consisting of the property set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Property").

WHEREAS, the Purchaser, appearing at the public sale in accordance with the Notice, was the successful bidder for the purchase of the Property by virtue of its credit bid in the amount of \$747,898.66, representing the total Debt Obligation of the Debtor, including accrued, unpaid interest and accrued costs and expenses (net of any setoffs), and has taken title to the Property in accordance with the terms and conditions set forth in the Notice and applicable law.

NOW, THEREFORE, the Seller, for and in consideration of the satisfaction of \$747,898.66 in outstanding debt owed by the Debtor to the Seller under the Note and the Security Agreement and accepted by the Seller, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed and does grant, bargain, sell, transfer, and convey to the Purchaser all of the Debtor's right, title, and interest in and to the Property "AS IS" and "WHERE IS" without representation or warranty.

TO HAVE AND TO HOLD, all and singularly, the Property unto Purchaser and its successors and assigns for Purchaser's use and benefit, forever. The Seller hereby warrants and confirms to the Purchaser that: (a) the Property described in Section A (entitled "Patents") of Exhibit A attached hereto (collectively, the "Patents") are physically located at the United States Patent and Trademark Office, Madison Building, 600 Dulany Street, Alexandria, Virginia, 22314 on the date hereof; (b) the Property described in Section B (entitled "Miscellaneous Inventory") of Exhibit A attached hereto (collectively, the "Miscellaneous Inventory") is physically located at WC&R Interests, Inc. d/b/a Diamond Brand Canvas Products, 145 Cane Creek Industrial Park Dr., Fletcher, North Carolina 28732 on the date hereof; (c) the Property conveyed herein is subject to a claim by Robert and Cheryl Thomas of a prior, perfected security interest in the Property as evidenced by a Notice of Default dated November 16, 2005, attached hereto as Exhibit B, and further subject to such additional security interests as may be demonstrated by security interest holders, if any; (d) the Debtor is in default under the terms and provisions of the Note and the Security Agreement and any other documents relating to, securing, or evidencing the Debt Obligation, (e) the Seller shall apply the

proceeds of the public sale in accordance with the terms and provisions of the Security Agreement and any other documents relating to, securing, or evidencing the Debt Obligation and the Uniform Commercial Code as codified in Virginia; and (f) the Purchaser shall have no obligation or duty to ensure that such proceeds are appropriately applied.

IN WITNESS WHEREOF, each of the Seller and Purchaser has, through its duly authorized officer, executed this Bill of Sale as of the day and year first above written.

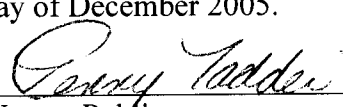
SELLER:

By: 

Title: PRESIDENT

Date: 12-9-2005

Subscribed and sworn to before me this 9 day of December 2005.


Notary Public

My Commission Expires: ~~My Commission Expires~~ April 28, 2009

PURCHASER:

By: 

Title: Chief Financial officer

Date: 12/9/05

Subscribed and sworn to before me this 9 day of December 2005.


Notary Public

My Commission Expires: ~~My Commission Expires~~ April 28, 2009

\\COM\558189.4

EXHIBIT A

The Property as defined herein shall include:

A. Patents

1. United States Patent No. 5,908,043 issued June 1, 1999 pursuant to Application No. 07/829314 filed on February 3, 1992, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

2. United States Patent No. 6,068,009 issued May 30, 2000 pursuant to Application No. 09/323024 filed on June 1, 1999, titled Ultralight, Portable, Radio Frequency Shielded Enclosure and the Assembly Thereof, subject to (i) that certain Exclusive Patent License Agreement by and between Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, and WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensee, dated October 29, 2004, (ii) that certain Agreement to Manufacture Licensed Patented Products by and among Bulwark Electromagnetic Material Applications, Inc., d/b/a BEMA Incorporated, as Licensor, WC&R Interests, Inc., d/b/a Diamond Brand Canvas Products, as Licensed Manufacturer, and The I.D.E.A. Corporation, as Value Added Reseller, dated October 30, 2004, and (iii) any senior lien rights that any party may have in the Collateral.

B. Miscellaneous Inventory

One (1) 8000BTU PCM Demo Unit
One (1) 8000BTU ECU Demo Unit
Seven (7) Hardigg 9X12 Enclosure Cases
Four (4) Hardigg 9X12 Frame Cases
Four (4) Hardigg 6X9 Enclosure Cases
One (1) Hardigg 6X9 Frame Case
One (1) Hardigg 3X6 Frame Case
One (1) Used Demo 9X12 Enclosure and Frame with Cases
One (1) Used Demo 6X9 Enclosure and Frame with Cases
One (1) Used Demo 4X2 Enclosure and Frame
One (1) Case of used Demo Lights (5)
One (1) Demo Accessory Case
Two (2) Sets of Demo Power and Signal Panels with Cases
Nineteen (19) Rolls Shielding Fabric 110cm. 50meter rolls
Fifteen (15) Jameson 3136ST 36 Watt Lights
Thirty-One (31) 5" EMI Honeycombs

One (1) Spectrum Analyzer Receiver
One (1) Spectrum Analyzer Amplifier
Two (2) Sets of Antennas for spectrum Analyzer
Eighteen (18) 115V Muffin Fans
Four (4) 3ft. 250 Joule Surge Protectors
Sixteen (16) Shielded Cables
Eight (8) Rolls of Adhesive Conductive Tape
One (1) Lot of Miscellaneous Hardware, Screws, Nuts, and Bolts
One (1) DEMO TecTent liner
Two (2) New TecTents complete
Two (2) new TecTent Vestibule Frames
Two (2) demo TecTent Vestibule Frames
One (1) new TecTent Connector Frame
One (1) Demo TecTent Connector Frame
Nineteen (19) enclosure bags
Thirteen (13) floor mats
One (1) 9X12X7 floor
Three (3) One Man Tents New
Two (2) One Man Tents Demo
Two (2) 3X6X6 frames
One (1) Demo 3X6X6 Acoustic enclosure
One (1) 4X2X2 Tabletop
One (1) 6X6X6 enclosure
One (1) Demo 3X6X6 frame

EXHIBIT B

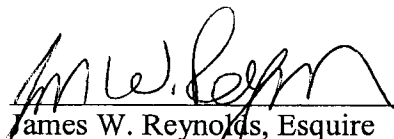
To: Bulwark Electromagnetic Material Applications, Inc. ("BEMA")
From: Robert and Cheryl Thomas, successors to Provident Bank
Date: November 16, 2005

NOTICE OF DEFAULT

This Notice is intended to inform BEMA that it is in default of a certain promissory note (the "Note") dated November 1, 2000, from BEMA to Provident Bank (the "Bank"), which was the successor to Southern Financial Bank, for reasons including but not limited to the failure to pay principal and interest when due. The Note and all of the Bank's rights and interests under the Note were subsequently assigned by the Bank to Robert and Cheryl Thomas. The Note is secured by a certain Security Agreement dated November 1, 2000 and a certain Commercial Security Agreement dated October 2, 2001, by and between BEMA and the Bank, as successor to Southern Financial Bank. Pursuant to the Note the entire outstanding principal amount with late charges, accrued interest and reasonable attorney's fees became due and payable upon the first default and remains due and payable.

Pursuant to the terms of the Note and the security agreements, Mr. and Mrs. Thomas are entitled to take possession of the collateral securing the Note. Subject to and without waiving any rights under the Note and the security agreements, Robert and Cheryl Thomas hereby make final demand for immediate payment of the principal amount of \$101,800.00, as of December 30, 2004, plus interest, late charges, reasonable attorney's fees and costs.

Robert Thomas
Cheryl Thomas
By Counsel


James W. Reynolds, Esquire
VSB No. 33226
Odin, Feldman & Pittleman, P.C.
9302 Lee Highway, Suite 1100
Fairfax, Virginia 22031
Direct: (703) 218-2134
Fax: (703) 218-2160

PERSONS TO WHOM THIS NOTICE IS SENT

Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
8484 Kao Circle
Manassas, Virginia 20110
By Certified Mail and Regular First Class Mail

Bulwark Electromagnetic Material Applications, Inc.
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
c/o Clerk of the Virginia State Corporation Commission
Tyler Building
1300 E. Main Street Richmond, Virginia 23219
By Certified Mail and Regular First Class Mail

Dwight C. Pettay (office)
Registered Agent, Director
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
8484 Kao Circle
Manassas, Virginia 20110
By Certified Mail and Regular First Class Mail

Dwight C. Pettay (home)
Registered Agent, Director
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
7708 Newcastle Drive
Annandale, Virginia 22003
By Certified Mail and Regular First Class Mail

Paul Hester
Chairman of the Board
Bulwark Electromagnetic Material Applications, Inc.,
d/b/a BEMA Incorporated (a/k/a BEMA, Inc.)
43014 Waters Overlook Court
Leesburg, Virginia 20176
By Certified Mail and Regular First Class Mail

J. Eric Crupi, Esquire
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
McLean, Virginia 22102

N:\Data\Client\46000-46999\46203\00001\jwrpl-notice default.doc