

06-20-2006



made

Form PTO-1595 (Rev. 07/05)  
OMB No. 0951-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office103234536  
RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)

S. I. G. Sistemas De Identificación Genética, S. A.  
San Jerónimo 67, 3rd Floor  
"A"-5000, Córdoba  
Provincia De Córdoba, Argentina BY COURT ORDER  
(ATTACHMENT)Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 2. Name and address of receiving party(ies)

Name: Homer E. Hannicutt, Jr. of Far Acquisitions, LLC

Internal Address: \_\_\_\_\_

Street Address: 4004 Raines RoadCity: BrooksvilleState: FLORIDACountry: USAZip: 34604Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 02/10/2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

☐ This document is being filed together with a new application.

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

A. Patent Application No.(s)

10307012

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Chad S. Bowen

Internal Address: \_\_\_\_\_

Street Address: 400 North Ashley DriveCity: TampaState: FLORIDAZip: 33602Phone Number: 813-229-1700Fax Number: 813-229-1707Email Address: cbowen@jennissbowen.com6. Total number of applications and patents involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed Previously paid  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

## 9. Signature:

Gerard D. Henderson

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: ☐Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22313-1480

ASSIGNMENT OF PATENTS	Docket Number (optional)
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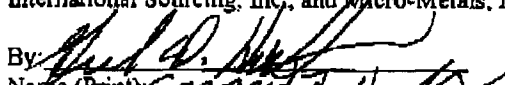
WHEREAS, I, Jerry Henderson, as President of The Par Worldwide Group, Inc. ("Par"), hereinafter referred to as patentee, did obtain the patents, patent applications, licenses and other intellectual property rights, including without limitation those identified on Exhibit "A" attached hereto and incorporated herein by reference (the "Patent"), whereas, as Par is the sole owner of said Patent, and

WHEREAS, Homer E. Hunnicutt, Jr. of Par Acquisitions, LLC, hereinafter referred to as "assignee" whose mailing address is 4004 Raines Road, Brooksville, Florida 34606, is desirous of acquiring the entire, right, title and interest in the same that certain *Order Granting Debtor's Motion to Approve Asset Purchase Agreement or Sale Free and Clear of Liens, Subject to Higher and Better Offers* entered on January 23, 2006, as may be amended, in the case styled, *In re The Par Worldwide Group, Inc., as successor in interest by merger to PAR Marketing of Florida, Inc., PAR International Circuits, LLC, PAR International Sourcing, Inc., and Micro-Metals, Inc.*, Case No. 8:05-bk-15214-MGW, pending before the United States Bankruptcy Court, Middle District of Florida, Tampa Division.

NOW, therefore, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), the receipt whereof is acknowledged, and other good and valuable consideration, I, the patentee, by these presents do sell, assign and transfer unto said assignee the entire right, title and interest in and to the said Patent aforesaid; the same to be held and enjoyed by the said assignee for his own use and behoof, and for his legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this \_\_\_ day of February, 2006, at Hillsborough County, Tampa, Florida.

The Par Worldwide Group, Inc., as successor in interest by merger to PAR Marketing of Florida, Inc., PAR International Circuits, LLC, PAR International Sourcing, Inc., and Micro-Metals, Inc.

By:   
 Name (Print): Jerry Henderson  
 Title (Print): President of PWC

3/10/2006 12:16 PM FROM: Jennis TO: 11 (352) 799-0200 PAGE: 003 OF 005

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2006 by Jerry Henderson, President of The Par Worldwide Group, Inc., as successor in interest by merger to PAR Marketing of Florida, Inc., PAR International Circuits, LLC, PAR International Sourcing, Inc., and Micro-Metals, Inc., on behalf of the corporation. He is personally known to me or has produced DRIVERS LICENSE as identification.



Shirley Clara Pergner  
Commission # DD125307  
Expires July 13, 2006  
Notarized Thru  
Atlantic Bonding Co., Inc.

Shirley Clara Pergner  
Notary Public

Printed Name: SHIRLEY CLARA PERGNER  
My Commission Expires: 7-13-06

## **Patents Applied for as The PAR Worldwide Group, Inc.**

**Secure Techniques for Identification, Verification and Authentication - US Pending**

**Non-Intrusive Customer Identification and Information System - US Pending #60/610,643**

**Secure Ethernet Powered Door Strike - US Pending #60/610,642**

**A Lacquer Coating for Secure marking Including an Encapsulated DNA Fragment - US Pending #60/610,636**

**A Powder Coat Coating for Secure Marking Including an Encapsulated DNA Fragment - US Pending**

**Secure Ink Production with Impregnated DNA - US Pending #60/610,647**

**Secure Thread Production with Impregnated DNA - US Pending**

**Radio Frequency Identification, Information Retrieval and Electronic Information Dissemination System - US Pending #60/610,641**

**Visual Identification Using Combined Technologies - US Pending #60/610,644**

**A Secure Coating for Documents Including an Encapsulated DNA Fragment - US Pending #60/610,645**

**A Secure Paper Including an Encapsulated DNA Fragment - US Pending**

## **Patents Acquired through Sig Sistemas Acquisition**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - US Pending - 11/27/2002, #10307012**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - Argentina Pending - 06/20/2002, #020102319**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - Australia Pending - 06/20/2002, #2003-204570**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - Brazil Pending - 06/20/2002, #005483**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - Canada Pending 06/10/2003, #51,876-2**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - European Community Pending - 06/10/2003, #03380136.6**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - Chile Pending - 06/20/2002, #1059-2003**

**Labeling of Objects to be Identified Consisting of at Least One DNA Fragment - China Pending - 06/10/2003, #03142597.6**

**EXHIBIT "A"**

Labeling of Objects to be Identified Consisting of at Least One DNA Fragment -- Hong Kong Pending --  
06/10/2003

Labeling of Objects to be Identified Consisting of at Least One DNA Fragment -- Japan Pending --  
06/10/2003, #S-1329-1/031269

Labeling of Objects to be Identified Consisting of at Least One DNA Fragment -- South Korea Pending --  
05/27/2003, #2003-0039307

Labeling of Objects to be Identified Consisting of at Least One DNA Fragment -- Mexico Pending --  
06/09/2003, #PA/a/2003/005138

Labeling of Objects to be Identified Consisting of at Least One DNA Fragment -- South Africa 2003/4699 --  
06/20/2002, #2003/4699

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

The Par Worldwide Group, Inc.,  
as successor in interest by merger to  
PAR Marketing of Florida, Inc., PAR  
International Circuits, LLC, PAR  
International Sourcing, Inc. and Micro-  
Metals Manufacturing, Inc.,

Case No. 8:05-bk-15214-MGW  
Chapter 11 Case

Debtor.

**ORDER GRANTING DEBTOR'S MOTION TO APPROVE ASSET PURCHASE  
AGREEMENT OR SALE FREE AND CLEAR OF LIENS, SUBJECT TO  
HIGHER AND BETTER OFFERS ("AUCTION")**

THIS CAUSE came on for hearing on January 11, 2006 at 11:00 a.m. (the "Sale Auction Hearing" or "Hearing") upon the Debtors' Motion to Approve Asset Purchase Agreement or Sale Free and Clear of Liens, Subject to Higher and Better Offers ("Motion") and duly noticed Auction. The Court having considered the Motion, the Asset Purchase Agreement ("APA") conducted a duly noticed Auction; considered that no objections were timely filed and further considering the record, having accepted the proffers of evidence from the various parties, considered the statements of counsel, and being otherwise duly advised of the premises finds that for the reasons stated orally and recorded in open court that shall constitute the decision of the Court it is, appropriate to grant the Motion. Accordingly, the Court makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. Sections 157 and 1334.

2. Venue of this case in this district is proper pursuant to 28 U.S.C. Section 1409(a).

3. Determination of the Motion is a core proceeding under 28 U.S.C. Sections 157(b)(2)(A) and (N). The statutory predicates for the relief requested herein are Sections 105, 363, and 365 of the United States Bankruptcy Code, 11 U.S.C. Sections 101 et seq. as amended (the "Bankruptcy Code") and Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002, 5004, 6006, and 9019. The Court finds that the Assets are assets of the Debtor that may be sold.

4. The Debtor has followed the procedures for giving notice of the Motion pursuant to the Bankruptcy Code and the notice is reasonable under the circumstances.

5. Proper, timely, adequate and sufficient notice of the Motion, the Hearing has been provided in accordance with Section 102 (1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019, and no other or further notice of the Motion, or the entry of this Order is required.

6. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities, including (a) all parties who claim interests in or liens upon the Assets, (b) all parties to executory contracts to be assumed and assigned to the Buyer, if any and as defined herein, (c) all parties to any rejected contracts, if any as defined herein, (d) the Debtors' creditors, (e) the United States Trustee and (f) all other parties in interest.

**ACCORDINGLY, it is HEREBY ORDERED, ADJUDGED, AND**

**DECREED THAT:**

1. The Motion is, granted as more specifically set forth herein.
2. The APA is approved and binding on Buyer (whether as Runner up Bidder or Buyer).
3. Homer Hunnicutt's ("Hunnicutt" or "Buyer") offer of \$1,323,000 ("Sale Proceeds") is selected as the highest and best offer and the Debtor is authorized to sell all assets more specifically described in the Motion, the APA and as stated on the record to Buyer ("Assets"). The Court finds that the Assets are assets of the Debtor that may be sold.
4. In the event Buyer is unable to close, Debtor is authorized to sell to the next highest bidder, U.S. Industrial ("Runner Up Bidder" or "Buyer"). Runner Up Bidder, if selected after being notified by Debtor that Buyer is unable or unwilling to close, shall proceed to close within five (5) days of being notified in writing. Runner Up Bidder was the Court authorized stalking horse and as such is entitled to a breakup fee of \$31,500 to be paid after the closing is consummated. In the event Runner Up Bidder closes, Buyer agrees to cooperate with the Runner Up Bidder in connection with the powder coating line all as more specifically set forth on the record.
5. Pursuant to the express terms of the Motion, the closing of this sale transaction shall take place within eleven days from the date of this Order.
6. As set forth in the Motion, the Sale is "As Is" "Where Is" and no representations or warranties have been given, except as expressly contained in the APA.
7. Consistent with the terms of the APA, the Debtor is further authorized to



pay or prorate such reasonable and customary amounts as are necessary, at the Closing and without further order of this Court to permit the transfer of the Assets to Buyer.

8. The terms and conditions and transactions contemplated by the Sale and APA are hereby approved in all respects and the sale of the Assets pursuant to the APA and this Order to Homer Hummick (the Buyer"), are hereby authorized and directed under Section 363(b) of the Bankruptcy Code.

9. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Assets shall be transferred to the Buyer and upon the closing under the APA and this Order shall be free and clear of security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (the foregoing collectively referred to as "Liens" herein) and all debts arising in any way in connection with any acts of the Debtors, claims (as that term is defined in the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (the foregoing collectively referred to as "Claims" herein), with all such Liens and Claims, priority or otherwise, to attach to the Sale Proceeds in the order of their priority, with the same validity, force and effect which they now have as against the Assets. The Sale Proceeds shall be placed in an interest bearing, Non-IOTA account ("Sale Account").

10. Except as expressly permitted by this Order or APA, all persons and

entities holding Liens or claims of any kind and nature with respect to the Assets hereby are barred from asserting such Liens and Claims of any kind and nature against the Buyer, its successors or assigns, or the Assets.

11. Except as provided in this Order or APA, the Buyer is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts or obligations of the Debtors or any liabilities, debts or obligations in any way whatsoever relating to or arising from the Assets or the Debtors' operation or use of the Assets, including, without limitation, the assumed contracts or the rejected contracts, prior to consummation of the transactions contemplated by the Sale and Purchase Agreement, or any liabilities calculable by reference to the Debtors' or their assets or operations, or relating to continuing conditions existing on or prior to consummation of the transactions contemplated by the Sale and Purchase Agreement, which liabilities, debts and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts or obligations has delivered to buyer a release thereof.

12. Without limiting the generality of the foregoing, except as provided in this Order and APA, the Buyer shall not be liable or responsible, as a successor or otherwise, for the Debtors' liabilities, debts or obligations, whether calculable by reference to the Debtors or their operations, or under or in connection with (i) any employment or labor agreements, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including without limitation, any pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or

other employee benefit plans, agreements, practices and programs, obligations which might otherwise arise or pursuant to Employee Retirement Income Security Act of 1974, as amended, Fair Labor Standards Act, Title VII of Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, Federal Rehabilitation Act of 1973, National Labor Relations Act, or Consolidated Omnibus Budget Reconciliation Act of 1985, (iv) Workmen's Compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to closing (including without limitation the presence of hazardous, toxic, polluting, or contaminating substances or wastes) which may be asserted on any basis, including without limitation under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., (vi) any bulk sales or similar law, (vii) any tax statutes or ordinances including, without limitation, the Internal Revenue Code of 1986, as amended, and (viii) any products liability or similar claims whether pursuant to any state or any federal laws or otherwise.

13. The recitation, in the immediately preceding paragraph of this Order, of specific agreements, plans or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts or obligations referred to therein.

14. No person or entity, including without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert against the Buyer or its successors in interest any liability, debt or obligation relating to or arising from the Assets, or the Debtors' operation or use of the Assets, including, without limitation, the assumed contracts or the rejected contracts or any liabilities calculable by reference to the

Debtors or their assets or operations, and all persons and entities are hereby enjoined from asserting any such liabilities, debts, or obligations against the Buyer.

15. On and after the date of the Buyer's payment to the Debtor of the Sale Proceeds as required by the Sale and Purchase Agreement (the "Closing Date"), each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Liens on or Claims, if any, against the Assets, as such Liens or Claims may have been recorded or may otherwise exist.

16. As to the APA and the Assets transferred thereby, this Order (a) is and shall be effective as a determination that, on the Closing Date, all Liens existing as to the Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyance described in this Order has been effected, and (b) is and shall be binding upon and govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

17. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens on or interests in the Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, released of all

Liens or other interests which the person or entity has with respect to the Assets, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets.

18. The Debtors' shall pay any and all outstanding United States Trustee fees that are due.

19. The Closing Date shall occur within eleven business (11) days of the entry of this Order. All Sale Proceeds of the sale shall be deposited into the Sale Account a Non-Iota account to be held by Debtor's Counsel.

20. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Sale and Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, (ii) to compel delivery of the Assets to the Buyer, (iii) to compel delivery of the Purchase Price, (iv) to resolve any disputes arising under or related to the Sale and Purchase Agreement, except as otherwise provided therein, and (v) to interpret, implement and enforce the provisions of this Order.

21. Nothing contained in any plan of reorganization (or liquidation) confirmed in this case or the order of confirmation confirming any such plan of reorganization (or liquidation) shall conflict with or derogate from the provisions of the Sale and Purchase Agreement or the terms of this Order.

22. The Buyer is a Buyer in good faith of the Assets and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code. The Court finds that the Purchase Price constitutes reasonable and equivalent value for the Assets purchased

by the Buyer.

23. In the absence of a stay pending appeal, if the Buyer elects or is required to close under the Sale and Purchase Agreement at any time after entry of this Order, then, with respect to the Sale and Purchase Agreement, and the assumption and assignment of the Assumed Contracts and delivery of the Release approved and authorized herein, the Buyer shall be entitled to the protections of Section 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on appeal.

24. The terms and provisions of the APA, together with the terms and provisions of this Order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estate and creditors, the Buyer, and their respective affiliates, successors and assigns, and any affected third parties including but not limited to all non-debtor parties to the assumed contracts listed on the Sale and Purchase Agreement hereto to be assigned to the Buyer pursuant to the Sale and Purchase Agreement and persons asserting a claim against or interest in the Debtors' estate or any of the Assets to be sold to the Buyer pursuant to the Sale and Purchase Agreement, notwithstanding any subsequent appointment of any trustee for the Debtors under any chapter of the Bankruptcy Code, as to which trustee such terms and provisions likewise shall be binding in all respects.

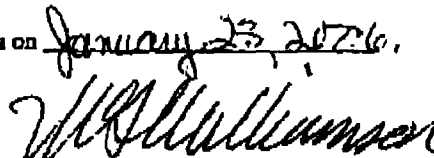
25. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

26. The APA and any related agreements, documents or other instruments

may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material.

27. As provided by Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.

DONE and ORDERED in Tampa, Florida on January 23, 2006.



MICHAEL G. WILLIAMSON  
U.S. BANKRUPTCY JUDGE

cc:

Alberto F. Gomez, Jr., Morse & Gomez, P.A., 119 S. Dakota Ave., Tampa, FL 33606,  
counsel for Debtor

U.S. Trustee, 501 E. Polk Street, Suite 1200, Tampa, FL 33602

The PAR Worldwide Group, Inc., 2385 Aerial Way, Brooksville, FL 34604

John M. Brennan, Esq., P.O. Box 3068, Orlando, FL 32802, counsel for Wachovia  
Bank, N.A.;

William Boyce, 275 96<sup>th</sup> Ave North, Ste 5, St. Petersburg, FL 33702, counsel for  
Wamco

Leonard Gilbert, Holland & Knight LLP, P O Box 1288, Tampa, FL 33601, counsel for  
Creditor Committee;

Michael Horan, Esquire, Akerman Senterfitt, 100 S. Ashley Dr., Suite 1500, Tampa, FL  
33602, counsel for Allegiant Partners, Inc.

Dennis LeVine, Esquire, Dennis LeVine & Associates, P.A., P.O. Box 707, Tampa, FL  
33601-0707, counsel for Finest Farms and Homer Hunnicutt

Shirley Arcuri, Esquire, Shirley C. Acuri, P.A., 4830 W. Kennedy Blvd., Suite 750,  
Tampa, FL 33609, counsel for Hernando County Tax Collector

Ronald M. Emanuel, Esquire, 3001 Ponce De Leon Blvd., Suite 262, Coral Gables,  
counsel for U.S. Bancorp Equipment Finance, Inc.,

Daniel Mandel, Esquire, Mandel, Weisman, Heimberg & Brodie, P.A., 2101 Corporate  
Blvd, Suite 300, Boca Raton, FL 33431, counsel for Lanier Worldwide, Inc.

Mr. Kattulla, US Industrial Services Inc. c/o Ken Mann, 28637 Old Pasture Dr., Easton,  
MD 21601

Ken Mann, Equity Partners, Inc., 28637 Old Pasture Dr., Easton, MD 21601

The all creditor matrix

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UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

The Par Worldwide Group, Inc.,  
as successor in interest by merger to  
PAR Marketing of Florida, Inc., PAR  
International Circuits, LLC, PAR  
International Sourcing, Inc. and Micro-  
Metals Manufacturing, Inc.,

Case No. 8:05-bk-15214-MGW  
Chapter 11 Case

Debtor.

**DEBTOR'S MOTION TO APPROVE ASSET PURCHASE AGREEMENT OR SALE FREE  
AND CLEAR OF LIENS, SUBJECT TO HIGHER AND BETTER OFFERS  
(AUCTION SET FOR JANUARY 11, 2006 at 11:00a.m.)**

Chapter 11 Debtor, The PAR Worldwide Group, Inc. ("Debtor"), by and through its undersigned attorneys, moves this Court for an order, pursuant to Sections 105 and 363 of the Bankruptcy Code, Rules 6004 and 2002 of the Federal Rules of Bankruptcy Procedure, authorizing and approving Sale and Purchase Agreement (the "Agreement") with U.S. Industrial Services, Inc. or its Nominee ("Buyer"), subject to higher and better offer and approving the sale of substantially all of the Debtor's assets free and clear of all liens, claims, interests and encumbrances with all such liens, claims and encumbrances attaching to the proceeds of sale which will be deposited in a non-IOTA escrow account to be held by Debtor's counsel with disbursements to occur only upon further order of this Court ( hereinafter, the "Motion to Sell"). In support of the relief sought in this Motion to Sell, the Debtor states:

**I. BACKGROUND AND PROCEDURAL HISTORY**

1. The Debtor filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code



on August 2, 2005.

2. The Debtor is a Debtor-In-Possession ("DIP") pursuant to 11 U.S.C. Section 1107 and 11 U.S.C. Section 1108 of the Code.

3. The Debtor manufactured plastic injection molding, metal fabrication and powder coating products. In addition, the Debtor's principal focus is now based upon certain "smart card" technology with embedded and encrypted DNA (The "IP Assets")

4. The Debtor is currently not operating.

**COURT APPROVED BIDDING PROCEDURES FOR  
AUCTION - SET FOR JANUARY 11, 2006**

5. On November 14, 2005, the Debtor filed an Emergency Motion to Approve Bid Procedures for Auction and Sale of Assets.

6. On November 22, 2005, the Court heard the Emergency Motion to Approve Bid Procedures for Auction and Sale of Assets. The Court approved the Bid Procedures and a separate order will be entered approving same ("Bid Procedures Order").

7. The terms of the sale will be memorialized in an Asset Purchase Agreement ("Agreement") which has been drafted and forwarded to Buyer, but not yet finalized and executed. A copy of the Buyer's letter of intent and term sheet are attached as Exhibit "A" and by reference incorporated herein.

8. Buyer will be considered the "stalking horse" as set forth in the Bid Procedures Order and entitled to all protections therein.

**III. SUMMARY OF TERMS AND THE PROPOSED SALE OF  
THE DEBTOR'S ASSETS / TREATMENT OF LIENS**

8. *Assets to be Sold.* Under the Agreement, copy of which will be filed, served and made a matter of record upon execution, Buyer has agreed to acquire substantially all of the Debtor's assets related to its plastic injection molding, metal fabrication and powder coating products, including the tangible personal property, real property leases, contracts, intellectual property, permits, cash, accounts receivable, records, deposits, prepaid expenses, goodwill and other intangibles identified in the Agreement.

The Agreement shall also provide as follows:

a. *No Warranties.* Except as set forth in the Agreement, Debtor's assets shall be sold "AS IS" and "WHERE IS", without any express or implied representations or warranties as to title, encumbrances, merchantability, fitness for a particular purpose, infringement, or otherwise.

b. *Purchase Price.* (a). The aggregate purchase price (the "Purchase Price") for the Assets shall be One Million Two Hundred Sixty Thousand and No/100 Dollars (\$1,260,000). The following represents approximate allocations of the purchase price, for the various asset groupings:

- (1) Machinery and Equipment (headquarters) - \$270,000.
- (2) Powder Coating Line - \$70,000.
- (3) Building and Assumption of Land Lease - \$680,000.
- (4) Inventory and Accounts Receivable - \$75,000.
- (5) Intellectual Property and any other assets not named herein - \$75,000.

(b) The Purchase Price shall be payable as follows:

(1) Within one (1) business day of the execution of this Agreement, Buyer shall deposit One Hundred Twenty-Six Thousand Dollars (\$126,000) into the Trust Account of Morse & Gomez, P.A., ("Escrow Agent"), to be applied against the Purchase Price payable hereunder at the Closing

(the "Deposit"); and

(2) On the Closing Date, Buyer shall pay Seller the remainder of the Purchase Price One Million One Hundred Thirty-Four Thousand Dollars (\$1,134,000) by cashier's check or certified check, drawn upon a federally insured lending institution.

c. *Conditions Precedent.* The Parties agree that despite any contrary language in the Agreement in general, the Sale will be closed pursuant to 11 U.S.C. § 363(m) and FRBP 6004(g). The filing of an appeal or motion for reconsideration will not preclude the Parties from closing.

d. *Closing.* The closing shall occur as required by the Order granting the Motion to Sell or terms of the Debtor's confirmed Plan. It is the intent of the parties to promptly close, provided that no stay or injunction has been issued and is in effect prohibiting the consummation of the transactions contemplated under the Agreement.

9. Buyer's offer is subject to higher and better offers. The Court will conduct an auction at the Sale Hearing on the following terms and conditions pursuant to the terms of the Court's Bid Procedures Order.

C. *Sale Free and Clear of Liens and Buyer to obtain 363(m) protection.*

10. The Agreement requires that the Sale Order provide that the sale to the Buyer is free and clear of all liens, pledges, claims, security interests and encumbrances of every kind and nature and other interests, with all such liens, pledges, claims, security interests, encumbrances and interests attaching to the proceeds of sale to the same extent and in the same order of priority of any existing liens, claims, security interests, encumbrances and interests of record or as may be determined by the Court. The sale proceeds shall be deposited into Debtor Counsel's Trust account and disbursed only upon further Court Order with

all liens and encumbrances attaching to the funds in the account.

11. The Debtor and the Buyer are seeking all of the available protections under 11 U.S.C. §363 (m) and will request the Court enter an Order providing for §363(m) protection for the Buyer.

WHEREFORE, the Debtor respectfully requests the Court grant the Debtor's Motion to Sell in all respects, approve the assumption and assignment of all leases and executory contracts specified in the agreement and protections set forth herein and that the Court grant such other and further relief as is just.

MORSE & GOMEZ, P.A.

/s/ Alberto F. Gomez, Jr.  
ALBERTO F. GOMEZ JR.  
Florida Bar No. 784486  
119 South Dakota Avenue  
Tampa, Florida 33606  
Telephone: (813) 301-1000  
Facsimile: (813) 301-1001  
E-mail: agomez@morsegomez.com  
Attorneys for Debtor

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Debtor's Motion to Approve Asset Purchase Agreement Free and Clear of Liens, Subject to Higher and Better Offer (Auction set for January 11, 2006 at 11:00a.m.) has been furnished via Electronically and/or United States mail this 1st day of December, 2005 to: U.S. Trustee, 501 E. Polk Street, Suite 1200, Tampa, FL 33602; The PAR Worldwide Group, Inc., 2385 Aerial Way, Brooksville, FL 34604; Wachovia Bank, N.A., John M. Brennan, Esq., P.O. Box 3068, Orlando, FL 32802; William Boyce, 275 96<sup>th</sup> Ave North, Ste 5, St. Petersburg, FL 33702, Leonard Gilbert, Holland & Knight LLP, P O Box 1288, Tampa, FL 33601 and the all creditor matrix..

/s/ Alberto F. Gomez, Jr.  
ALBERTO F. GOMEZ JR.

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November 7, 2005

Kan Macin  
Equity Partners, Inc.  
98537 Old Pasture Drive  
Elkton, MD 21821

R-1  
R-2

RE: Proposal to Purchase Assets of P&H Worldwide Group, Inc.

Dear Mr. Macin:

U.S. Industrial Services, Inc. ("Buyer") is pleased to offer to purchase substantially all of the assets of P&H Worldwide Group, Inc. ("Seller"). Set forth below is a summary of the principal terms and conditions under which Buyer is proposed to purchase the identified Acquired Assets.

- 1) **Acquired Assets.** Buyer will acquire substantially all of the physical and intellectual property assets of Seller, including but not limited to: All machinery and equipment and the building owned by the Seller located at 2145 Astal Way, Brooksville, Florida, the listed powder coating line, all accounts receivable, all inventory, and all intellectual property of Seller, including but not limited to patents, copyrights, and all original source code of software.
- 2) **Assumption of Leases.** Buyer acknowledges that the Seller's building sits on land owned by a third party, and subject to a land lease. Buyer agrees to either assume the land lease currently in place for this location, or to enter into a new replacement lease with the owner of the land. Buyer acknowledges that the Seller's powder coating line is in a leased facility and agrees to either assume the lease or remove the powder coating line within 30 days of closing.
- 3) **Excluded Assets.** Buyer will not acquire the shares of Seller's common stock of Seller (collectively the "Excluded Assets"). Buyer will not assume any liability of Seller or closing, including without limitation, any income, payroll, sales, property or other tax liability of Seller, any indebtedness for borrowed money and any liability relating to any Acquired Assets or Excluded Assets.
- 4) **Purchase Price.** Subject to the terms and conditions described herein, the purchase price for the Acquired Assets will be One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00) as calculated in the attached "Term Sheet". The purchase price shall be payable as described on the attached "Term Sheet".

- 3) **Deposit.** Buyer shall place with Equity Partners, Inc., an escrow agent, sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) in cash (the "Deposit"), as a Good Faith Deposit, such Deposit being payment to serve as security for the consummation of the transaction contemplated hereunder and shall be applied to the purchase price payable by Buyer to Seller at closing. If the Buyer chooses not to move forward with the proposed transaction, during the Due Diligence Period described in Section 4 herein, its deposit shall be instantaneously refunded. After the conclusion of the Due Diligence Period, if the transaction contemplated by this letter of intent has not consummated (other than as a result of Seller's failure to comply with the terms of this letter of intent or any other definitive agreement with respect to the transaction, in which case the Deposit shall immediately be released to Buyer), then the Deposit shall automatically and irrevocably be paid and delivered to Seller.
- 6) **Asset Purchase Only.** The parties acknowledge that the transaction contemplated by this letter of intent is exclusively for the purchase of the Acquired Assets. Buyer will purchase the Acquired Assets free and clear of any liens or encumbrances via an asset sale under Section 363 of the U.S. Bankruptcy Code.
- 7) **Seller's Employees.** Buyer reserves the right, but shall not have the obligation, to hire just or present employees of Seller as of the date of the closing. Buyer shall not in any way have any liability for payment of salary, wages, vacation or other benefits owed to Seller's past or present employees arising out of employment with Seller prior to the date of closing.
- 8) **Definitive Agreement.** Within 15 days after execution of this letter of intent, the parties will agree to the language of a definitive agreement ("Asset Purchase Agreement") satisfactory in form and substance to Buyer and Seller and containing terms and conditions customary in bankruptcy asset acquisition agreements. Within 25 days after execution of this letter of intent ("The Due Diligence Period"), Buyer will either remove all contingencies, execute the Asset Purchase Agreement, and make its offer final and binding, or will withdraw its offer.
- 9) **Expenses.** Each party will pay its own expenses and costs incident to the completion of the acquisition contemplated by this letter, including legal and accounting fees.
- 10) **Brokers.** Seller and Buyer agree that there are no brokers involved in this arising from this transaction, with the exception of Equity Partners, Inc., whose commissions shall be paid directly from sales proceeds, as settlement.
- 11) **Contingents.** Buyer and Seller will cooperate in good faith and proceed in the negotiation and preparation of the documents and the taking of other action necessary to consummate the transactions contemplated hereby.



(2) **Contingencies.** Buyer will attempt to satisfy or remove all contingencies, other than (2)(a), within 25 days of acceptance of this offer. Until then, this offer is contingent upon:

- a) Entry of an order by the U.S. Customs Service approving the proposed transaction and granting title to the office, two and a half of them, to Buyer.
- b) Satisfactory appraisal of the building on Aerial Way.
- c) Execution of documentation assigning the land lease to Buyer, or establishing a new land lease satisfactory to Buyer.

If the foregoing is agreeable, kindly have a duly authorized officer of F&B Worldwide Group, Inc. sign the enclosed counterparts of this letter whose indicated below, and return the same to the undersigned in evidence of acceptance.

Very truly yours,

U. S. Industrial Services, Inc. ("Buyer")

By: [Signature] 11-14-05  
Name: Robert K. [unclear]

Accepted and Agreed to this 14<sup>th</sup> day of November, 2005:

F&B Worldwide Group, Inc.

By: [Signature]  
Name: Garth Brundage, CEO & President  
GCB/DB



**TERMS SUMMARY**

- 1.) Buyer shall acquire substantially all of the Seller's assets for a total consideration of \$1,260,000. The following represent approximate allocations of the purchase price, for the various asset groupings:
  - a. Machinery and Equipment (headquarters) - \$270,000
  - b. Powder Coating Line - \$70,000
  - c. Building and Assumption of Land Lease - \$620,000
  - d. Inventory and Accounts Receivable - \$75,000
  - e. Intellectual Property and any other assets not named herein - \$75,000
- 2.) Buyer understands that this offer is subject to additional bidding at a bankruptcy court sale and Buyer shall retain the right, at the sale/auction, to improve its bid, subject to bid procedures to be determined.
- 3.) Buyer shall, at the time of the signing of this Letter of Intent, submit a good faith deposit to Equity Partners, Inc. of \$125,000. The deposit shall be immediately refundable if Seller accepts a higher and better offer. Upon completion of the Due Diligence Period, the entire deposit shall become non-refundable.
- 4.) The balance of the purchase price shall be paid to Seller in cash, at closing.
- 5.) Buyer agrees to remove all contingencies within 25 days of the execution of the Letter of Intent and will then resolve "Stalking Horse" considerations, which shall include:
  - a. Minimum Overbid - Seller shall not consider any other bid which does not exceed this bid by a minimum of 5% ("The Minimum Overbid"), and
  - b. Stalking Horse Fee - If Buyer is outbid, and Seller accepts bid placed with an alternative bidder, Buyer being ready, willing, and able to close, Buyer shall be paid 2.5% of this bid, \$31,500, ("The Stalking Horse Fee") from the proceeds of the alternative bidder's settlement.
- 6.) Buyer agrees to close this transaction on the following schedule:
  - a. On all assets other than the building, within 11 days after the entry of a court order approving this transaction. Upon this first settlement, Buyer shall take possession of all assets other than the building, and shall be granted occupancy in the building.
  - b. Settlement on the building shall occur by the later of (a) January 9, 2006, or (b) 30 days after the entry of a court order approving this transaction.

