

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Fleet Capital Corporation	01/06/2005
RECEIVING PARTY DATA	
Name:	LaJobi, Inc.
Street Address:	21 Sentry Ct.
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6845530
CORRESPONDENCE DATA	
Fax Number:	(312)782-8585
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3122694074
Email:	kluchesi@jonesday.com
Correspondent Name:	Kenneth Luchesi
Address Line 1:	77 W. Wacker Dr.
Address Line 2:	Suite 3500
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	089440-050001
NAME OF SUBMITTER:	Kenneth Luchesi
Total Attachments: 9 source=Fleet patent Release#page1.tif source=Fleet patent Release#page2.tif source=Fleet patent Release#page3.tif source=Fleet patent Release#page4.tif	

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Bank of America



January 6, 2005

Bank of America
Business Capital
PA RP 09911C
4 Penn Center, 11th Floor
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103

Lajobi Industries, Inc / LBI Distributors, Inc.
257 Prospect Plains Rd.
Cranbury, NJ 08512

Business Alliance Capital Corp.
214 Carnegie Center Suite 302
Princeton, NJ 08540
Attn: Beatrice Freire, Vice President

Re: Loan Payoff

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Loan and Security Agreement dated October 20, 2003 and various amendments and collateral documents in connection therewith (collectively, the "**Loan Documents**") among Lajobi Industries, Inc and LBI Distributors, Inc. (collectively, jointly and severally, "**Borrower**"), and Lawrence Bivona, Inc., Lawrence Bivona and Joseph Bivona("**Guarantors**") and Fleet Capital Corporation, formerly known as Summit Business Capital Corp., d/b/a Fleet Capital Business Finance Division ("**Lender**").

Based on Lender's books and records, the amount due Lender (after deduction of the One Hundred Fifty Thousand Dollar (\$150,000.00) discount negotiated among the parties) under the Loan Documents, if paid on January 6, 2005 (the "**Closing Date**"), is

Redacted

(see **Attachment A**) (the "**Payoff Amount**"), which amount includes all principal, interest, fees, costs and expenses as of such date. If the Payoff Amount is not received by 2:00 p.m. Philadelphia, Pennsylvania time on the Closing Date, a new calculation of the payoff will be necessary. Payment shall be made by wire transfer to the account described in **Attachment B** hereto.

Upon receipt of a counterpart of this letter signed by Borrower, Guarantor and Business Alliance Capital Corp ("**New Lender**"), and in consideration of Lender's receipt of the Payoff Amount, as and when set forth above and subject to any appropriate recalculation as described above, and the agreements of Borrower, Guarantor and New Lender contained herein, Lender hereby (i) acknowledges and agrees that payment of the above amount if paid by 2:00 p.m. Philadelphia, Pennsylvania time on the Closing Date in immediately available funds will constitute payment in full of all of Borrower's indebtedness to Lender under the Loan Documents and that the Loan Documents shall be deemed terminated, (ii) represents that it has no other interests or liens against Borrower's personal or real property except for liens on specific items of equipment which will be retained by Lender or its affiliated entities, and which are the subject of the UCC financing statements identified on Attachment C annexed hereto (the "Retained Liens"), (iii) releases, effective upon the receipt of the payment of the Payoff Amount, all security interests and liens which Borrower may have granted to Lender or its predecessors, other than the Retained Liens, and (iv) agrees to mark all notes and

other evidence of indebtedness which constitute part of the Loan Documents "paid" and promptly forward them to New Lender for delivery to Borrower.

Lender further agrees to deliver to Borrower upon receipt of the Payoff Amount as and when set forth above, subject to recalculation as set forth above and at the sole cost and expense of Borrower and Guarantor, such termination statements, releases, cancellations, discharges or other similar documents as may reasonably be requested by Borrower in connection with Lender's above-described release of the security interests and liens. In addition, upon receipt by Lender of the Payoff Amount as and when set forth above and subject to recalculation as set forth above, Lender hereby authorizes New Lender or its counsel to file on Lender's behalf UCC Termination Statements in respect of liens in favor of Lender on Borrower's assets.

Notwithstanding anything to the contrary above contained, Lender hereby reserves all of its rights with respect to any and all checks or similar instruments for the payment of money heretofore received by it in connection with its arrangements with Borrower, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon, to the extent that insufficient funds exist to pay on such instruments, which items of payment were credited to Borrower in connection with the Loan Documents. Further, you each acknowledge that Lender may not yet have received full and final credit for all checks or similar instruments for the payment of money deposited by Lender for collection, the amount of which checks and similar instruments have nevertheless been credited to Borrower in the computation of the Payoff Amount.

For and in consideration of the Lender's agreements contained herein, Borrower, Guarantor and New Lender agree to reimburse Lender for all losses, liabilities, charges, expenses and fees which Lender may incur as a result of any non-payment, claim, refund or charge back of any checks or other items which have been credited by Lender to Borrower's loan account with Lender under the Loan Documents, together with all expenses and other reasonable charges incident thereto, provided that a demand for such reimbursement is made within ninety (90) days from the date hereof and also provided that Lender shall give New Lender prompt notice (which may be telephonic notice) of any such non-payment, claim, refund or charge-back of a check or any other item. New Lender agrees that its obligation to make payments hereunder is a joint and several obligation and shall not be conditioned upon any prior demand by Lender on the Borrower, Guarantor or any other party with respect thereto. Lender will deliver to New Lender the applicable returned instrument, endorsed without recourse by Lender, if necessary. To the extent that New Lender makes any payments to the Lender under this paragraph, the Borrower and the Guarantor hereby acknowledge and agree that such payment shall constitute an "Advance" under the Loan and Security Agreement among the New Lender, the Borrower and the Guarantor.

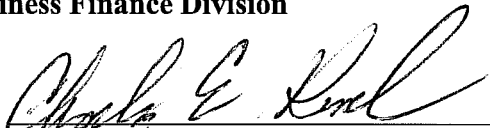
In consideration of the discount granted by Lender, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Guarantor hereby fully, finally and forever acquit, quitclaim, release and discharge Lender and its officers, directors, shareholders, employees, agents, attorneys, successors and assigns of and from any and all obligations, claims, liabilities, damages, demands, debts, liens, deficiencies or cause or causes of action to, of or for the benefit (whether directly or indirectly) of Borrower or Guarantor at law or in equity, known or unknown, contingent or otherwise, whether asserted or unasserted, whether now known or hereafter discovered, whether statutory, in contract or in tort, as well as any other kind or character of action now held, owned or possessed (whether directly or indirectly) by Borrower or Guarantor on account of, arising out of, related to or concerning, whether directly or indirectly,

proximately or remotely (i) the negotiation, review, preparation or documentation of any and all agreements, instruments, contracts and/or documents evidencing any or all of the credit facilities referred to in the Loan Documents, as the same have been amended, revised, substituted or replaced; (ii) the enforcement, protection or preservation of Lender's rights and remedies under the Loan Documents; (iii) the validity, perfection or enforceability of the Loan Documents; and/or (iv) any action or inaction by Lender in connection with any of the Loan Documents. Nothing contained herein shall constitute a release of Lender's obligations under this letter agreement.

The provisions of this letter shall terminate if the Payoff Amount is not received by Lender in full and in accordance with the terms of this letter on or before 2:00 p.m. Philadelphia, Pennsylvania time on the Closing Date, except as may otherwise be mutually agreed upon by the parties hereto in writing.

This letter may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

FLEET CAPITAL CORPORATION,
formerly known as SUMMIT BUSINESS
CAPITAL CORP., d/b/a Fleet Capital
Business Finance Division

By: 
Name/Title: CHARLES E. KIRSCHNER
VP

The undersigned intending to be legally bound agree to the terms and conditions of this letter applicable to the undersigned as of this _____ day of January, 2005.

Lajobi Industries, Inc / LBI Distributing, Inc

Business Alliance Capital Corp

By: _____
Name/Title: _____

By: _____
Name/Title: _____

Lawrence Bivona, Inc., guarantor

By: _____
Name/Title: _____

By: _____
Lawrence Bivona, guarantor

By: _____
Joseph Bivona, guarantor

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January 3, 2005

proximately or remotely (i) the negotiation, review, preparation or documentation of any and all agreements, instruments, contracts and/or documents evidencing any or all of the credit facilities referred to in the Loan Documents, as the same have been amended, revised, substituted or replaced; (ii) the enforcement, protection or preservation of Lender's rights and remedies under the Loan Documents; (iii) the validity, perfection or enforceability of the Loan Documents; and/or (iv) any action or inaction by Lender in connection with any of the Loan Documents. Nothing contained herein shall constitute a release of Lender's obligations under this letter agreement.

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FLEET CAPITAL CORPORATION,
formerly known as SUMMIT BUSINESS
CAPITAL CORP., d/b/a Fleet Capital
Business Finance Division

By:

Charles E. Kirschner
Name/Title: Charles E. Kirschner / VP

The undersigned intending to be legally bound agree to the terms and conditions of this letter applicable to the undersigned as of this _____ day of January, 2005.

Lajobi Industries, Inc / LBI Distributing, Inc

By:

Lawrence Bivona
Name/Title: Lawrence Bivona
President

Business Alliance Capital Corp

By:

William S. Schickel
Name/Title: William S. Schickel, Sr. V.P.

Lawrence Bivona, Inc., guarantor

By:

Lawrence Bivona
Name/Title: Lawrence Bivona
President

By:

Lawrence Bivona
Lawrence Bivona, guarantor

By:

Joseph Bivona
Joseph Bivona, guarantor

PATENT

REEL: 020741 FRAME: 0388

Attachment "A"

Payoff Amount

Redacted - Confidential Information



Attachment "B"

Redacted - Confidential Information



Attachment "C"

Retained Liens

<u>Place of Filing</u>	<u>UCC Filing Date</u>	<u>UCC Filing #</u>
NJ Dept. of Treasury	8/23/01	2061373
NJ Dept. of Treasury	9/17/01	2064700
NJ Dept. of Treasury	1/6/03	21380051

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REEL: 020741 FRAME: 0392

Exhibit A

Collateral Assignment Agreement
(Security Agreement)

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Bonavita	LaJobi Sales	Granted	2,168,023	6-23-98
Babi Italia	LaJobi Sales	Granted	2,682,277	2-4-03
ISSI	LaJobi Sales	Granted	2,636,068	10-15-02
Lifestyle Crib	LaJobi Industries	Granted	2,691,114	2-25-03

Patents

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Conv Crib & Bed	LaJobi Industries	Pending	Docket #742016-10 App# 10/426955	8-24-03