

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Bank of America, N. A.	03/17/2009

**RECEIVING PARTY DATA**

Name:	Plasti-Cart, Inc. c/o Supercart PLC
Street Address:	3 The Mews
Internal Address:	16 Hollybush Lane
City:	Seven Oaks, Kent
State/Country:	UNITED KINGDOM
Postal Code:	TN13 3TH

**PROPERTY NUMBERS Total: 10**

Property Type	Number
Patent Number:	5458347
Patent Number:	D400679
Patent Number:	5865448
Patent Number:	D408956
Patent Number:	4946059
Patent Number:	D445231
Patent Number:	D443968
Patent Number:	5794952
Patent Number:	D470292
Patent Number:	6589458

**CORRESPONDENCE DATA**

Fax Number: (248)647-5210  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 248-647-6000

**OP \$400.00 5458347**

Email: docket@patlaw.com  
Correspondent Name: Douglas W. Sprinkle  
Address Line 1: P.O. Box 7021  
Address Line 4: Troy, MICHIGAN 48007

ATTORNEY DOCKET NUMBER:

AMD-12180/04

NAME OF SUBMITTER:

Douglas W. Sprinkle

**Total Attachments: 29**

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## COLLATERAL PURCHASE AGREEMENT

THIS COLLATERAL PURCHASE AGREEMENT (this "Agreement") is made as of March 17, 2009, by and between PLASTI-CART, INC., a corporation organized and existing under the laws of the State of Delaware (the "Purchaser"), and BANK OF AMERICA, N.A., a national banking association (the "the Secured Party"), successor to LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company.

### RECITALS

A. REHRIG INTERNATIONAL INCORPORATED, a Delaware corporation, having its principal place of business at 1301 Battery Brooke Parkway, Richmond, Virginia 23237 (the "Debtor"), commenced a case under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which case and others are jointly administered as Case 08-12064 (KJC) (the "Proceedings").

B. In the Proceedings, by an Order dated September 30, 2008 (the "Final Financing Order"), the Bankruptcy Court authorized the Debtor to enter into an Agreement for Post-Petition Financing with the Secured Party dated as of September 8, 2008 (as amended, restated, modified, substituted, extended and renewed from time to time, the "Security Agreement"). Under the terms of the Security Agreement, the Debtor granted to the Secured Party a security interest in all of the "Collateral" (as defined in the Security Agreement) including, without limitation, the Purchased Assets (as that term is defined below).

C. The Debtor is in default under its obligations secured by the Security Agreement and the Secured Party is entitled pursuant to the terms of the Final Financing Order to dispose of the Purchased Assets without a further order from the Bankruptcy Court and to apply the proceeds of the disposition to those obligations.

D. The Secured Party wishes to sell and the Purchaser wishes to purchase the Purchased Assets pursuant to the terms of this Agreement.

### AGREEMENTS

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the Secured Party and the Purchaser hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Secured Party hereby sells to the Purchaser all right, title and interest of the Secured Party and the Debtor in and to the personal property of the Debtor described on EXHIBIT A which is attached to and made a part of this Agreement (collectively, the "Purchased Assets").

2. In consideration for the sale of the Purchased Assets by the Secured Party to the Purchaser, the Purchaser shall pay to the Secured Party the Cash Purchase Price (as that term is defined below) and the Deferred Purchase Price (collectively, the "Purchase Price") which the

Secured Party shall accept from the Purchaser in full payment therefor, the same to be paid in accordance with the terms and conditions of this Agreement. The Purchase Price shall be payable in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, or in other immediately available funds acceptable to and as directed by the Secured Party from time to time. The Purchaser shall pay the Purchase Price as follows:

(a) The "Cash Purchase Price" in the amount of US\$650,000 shall be paid at the time this Agreement is executed and delivered.

(b) The "Deferred Purchase Price," as calculated below, shall be due and payable by the Purchaser to Seller within thirty (30) days following the end of each calendar quarter following the date of this Agreement commencing July 30, 2009 and thereafter on October 30, 2009 and each January 30, April 30, July 30 and October 30 of each year

(i) The Purchaser shall pay US\$5.00 for each Vista Cart (as that term is defined below) sold and invoiced during such calendar quarter, subject to a later credit adjustment of US\$5.00 for each Vista Cart for which the Purchaser had paid the applicable fee and which the customer later returns, up to a maximum of \$500,000 for all such payments. As used in this Agreement, the terms "Vista Cart" means carts made using all or, if in a material manner, any portion (including, without limitation, intellectual property) of the Purchased Assets bearing a "Vista" designation on EXHIBIT A, as such Purchased Assets may be improved, modified or substituted from time to time.

(ii) The Purchaser shall pay US\$3.00 for each Other Cart (as that term is defined below) sold and invoiced during such calendar quarter, subject to a later credit adjustment of US\$3.00 for each Other Cart for which the Purchaser had paid the applicable fee and which the customer later returns, up to a maximum of \$300,000 for all such payments. As used in this Agreement, the terms "Other Cart" means each cart made using all or, if in a material manner, any portion (including, without limitation, intellectual property) of the Purchased Assets bearing a "Regular", "Mini", or "Scanner Jr" designation on EXHIBIT A, as such Purchased Assets may be improved, modified or substituted from time to time.

3. To induce the Secured Party to enter into this Agreement, the Purchaser covenants and agrees with the Secured Party that, until the Purchase Price has been indefeasibly paid in full in cash, as follows:

(a) Within thirty (30) days following the end of each calendar quarter after the date of this Agreement commencing July 30, 2009 or, if sooner, at the time each portion of the Deferred Purchase Price is paid, the Purchaser shall provide a certificate of the chief executive officer or chief financial officer of the Purchaser setting forth in reasonable detail the sales, invoices and credits of Vista Carts and of Other Carts during the calendar quarter just ended.

(b) With reasonable promptness, the Purchaser shall provide such additional information as the Secured Party may reasonably request to verify the levels of sales of Vista Carts and Other Carts.

4. At the time this Agreement is executed and delivered, the Secured Party shall deliver to the Purchaser a Bill of Sale duly executed and acknowledged by the Secured Party in substantially the form attached to this Agreement as EXHIBIT B. In addition, the Secured Party agrees to execute and deliver from time to time and with reasonable promptness such further assignments (assignments of patents) and such other instruments of transfer as the Purchaser may reasonably request to convey and vest in the Purchaser all of the Secured Party's and Debtor's right, title and interest in and to all of the Purchased Assets, all at Purchaser's sole expense. The warranties, exclusions, limitations, waivers and other provisions of Section 7 of this Agreement shall be deemed repeated and made as of the time of each sale or other disposition of the Purchased Assets by Secured Party without the need for further writings to that effect. After the Secured Party receives the Cash Purchase Price, the Purchaser shall remove all the Purchased Assets located at 1301 Battery Brooke Parkway, Richmond, Virginia 23237 (the "Premises") by no later than Wednesday, March 27, 2009. Prior to such removal, the Purchaser shall provide to the Secured Party evidence of insurance satisfactory to the Secured Party in all respects, insuring and indemnifying the Secured Party and the landlord of the Premises against any loss and damage caused to the Premises related to the Purchaser's removal of the Purchased Assets.

5. At the time this Agreement is executed and delivered, the Purchaser shall deliver to the Secured Party:

(a) the Cash Purchase Price, which shall be paid by the Secured Party's application of the \$65,000 deposit that Secured Party has already received and by the payment of the \$585,000 balance by federal wire transfer in accordance with the Secured Party's instructions; and

(b) a Certificate of the Secretary of the Purchaser, attested to by the President of the Purchaser, which shall survive the execution and delivery of this Agreement and which shall affirm the representations and warranties contained in Section 6(a) and (b) below and shall contain certificates of incumbency and signature verification.

6. The Purchaser represents and warrants, and shall be deemed to represent and warrant at the time of Closing, to the Secured Party as follows:

(a) The Purchaser is an entity, duly organized and existing, in good standing, under the laws of the jurisdiction of its organization set forth above, and has the entity power to own its property and to purchase and own the Purchased Assets and to perform its obligations under this Agreement.

(b) The Purchaser has full power and authority to enter into and to perform its obligations under this Agreement, all of which have been duly authorized by all proper and necessary corporate action. No consent or approval of shareholders of, or lenders to, the Purchaser and no consent, approval, filing or registration with or notice to any governmental authority on the part of the Purchaser is required as a condition to the validity of this Agreement or the performance by the Purchaser of its obligations under this Agreement.

(c) This Agreement constitutes the valid and legally binding agreement of the Purchaser and is enforceable against the Purchaser in accordance with its terms.

(d) There is no statute, regulation, rule, order or judgment, no charter, by-law or preference stock provision of the Purchaser, and no provision of any mortgage, indenture, security agreement, contract or other agreement binding on the Purchaser or affecting its properties, which would prohibit, or cause a default under or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.

All representations and warranties contained in or made under or in connection with this Agreement shall survive the execution of this Agreement.

7. The Secured Party warrants that the Secured Party is selling the Purchased Assets as a secured party under the Uniform Commercial Code and the Secured Party warrants (a) the Secured Party has a valid security interest, perfected by financing statement filings prior to all other applicable filings, in the Purchased Assets; (b) the Debtor is in default under its obligations to the Secured Party which are secured by the Purchased Assets and the Secured Party has obtained relief from the automatic stay in the Proceedings, (c) the Secured Party is lawfully foreclosing on the Purchased Assets and complying with all obligations imposed upon it pursuant to applicable law including, without limitation, the Final Financing Order and Article 9 of the Uniform Commercial Code as applicable to the Security Agreement; (d) this sale transfers all of the Debtor's rights in the Purchased Assets and discharges the security interest under which it is made and any security interest or lien subordinate thereto; and (e) none of the Purchased Assets is subject to any claims that have been or could be asserted by Target Corporation in that certain Adversary Proceeding No. 09-50026 captioned Target Corporation v. Woodside RU Holding, Inc., Woodside-United Acquisition, LLC, Rehrig International Inc. (d/b/a Rehrig United International), Bank of America, N.A. and United Steel & Wire Company (the "Target Adversary Proceeding") filed in the Bankruptcy Court and, further, the Secured Party and Target have agreed that the Secured Party will transfer or otherwise relinquish for Target's benefit its interest in Debtor's "United 336" mould, subject to definitive documentation.

Except for the warranties set forth in the preceding paragraph, this sale of the Purchased Assets is made "AS IS" and "WHERE IS" and without warranties or representations of any kind or nature and without recourse. Without limiting the generality of the foregoing, the Secured Party EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, OF MERCHANTABILITY, TITLE OF THE DEBTOR, AND FITNESS FOR A PARTICULAR PURPOSE with respect to the Purchased Assets, the Purchaser hereby acknowledging and agreeing that it is, and the Secured Party is not, a merchant of the type contained in the Purchased Assets, and that the Purchaser has conducted or has had an opportunity to conduct such inspections of and obtain such reports with respect to the Purchased Assets as the Purchaser may have deemed necessary. Without implying any limitation on the foregoing, the Secured Party makes no representation or warranty as to Purchased Assets that are subject to the laws of a country other than the United States of America. Notwithstanding any provision of this Agreement or of any document of conveyance, rule of law or equity, or otherwise, the Secured Party's liability and the Purchaser's remedies hereunder or with respect to the transactions contemplated hereby shall be solely and strictly limited in the aggregate to the lower of the purchase price, or the diminished value of, the applicable Purchased Assets on account of a breach of the foregoing warranties, and the Secured Party shall have no other liability for any incidental, consequential or other damages to the Purchaser and the Purchaser shall have no other remedies at law or in equity, which other remedies are hereby waived.

Without implying any limitation on the foregoing, there is no warranty relating to title, possession, quiet enjoyment or the like in the disposition of the Purchased Assets.

8. This Agreement and all exhibits referred to herein and attached embody and constitute the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the parties hereto; provided, however, either party may waive in writing a requirement of the other.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that this Agreement and the rights of the Purchaser hereunder shall not be assigned, sold, encumbered or conveyed, in whole or in part, without the Secured Party's prior written consent, which consent may be conditioned, among other things, on the Secured Party's receipt of assurances satisfactory to the Secured Party that the proposed transferee has assumed in writing the obligations of the Purchaser hereunder and has the ability to perform the Purchaser's obligations hereunder.

10. The headings and titles in this Agreement are included herein for convenience only, shall not constitute a part of this Agreement for any other purpose, and shall not be deemed to affect the meaning or construction of any of the provisions hereof. The Recitals are part of this Agreement. As used in this Agreement, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require.

11. This Agreement may be executed in any number of duplicate originals or counterparts (with any appropriate completions for the respective parties), each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this Agreement agrees that the respective signatures of the parties may be delivered by fax or PDF and that the parties may rely on a signature so delivered as an original. Any party who chooses to deliver its signature in such manner agrees to provide promptly to the other parties a copy of this Agreement with its inked signature, but the party's failure to deliver a copy of this Agreement with its inked signature shall not affect the validity, enforceability and binding effect of this Agreement.

12. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

13. All notices, requests and demands to or upon the parties to this Agreement shall be deemed to have been given or made when delivered by hand, or three (3) days after the date when deposited in the mail, postage prepaid by registered or certified mail, return receipt requested, or, in the case of telegraphic notice, when delivered to the telegraphic company and when properly transmitted, or when sent by overnight courier when delivered to such overnight courier, addressed as follows or to such other address as may be hereafter designated by notice by one party to the other:

the Purchaser: Plasti-Cart, Inc.  
c/o Supercart PLC  
3 The Mews  
16 Hollybush Lane  
Seven Oaks, Kent  
England TN13 3TH  
UNITED KINGDOM  
Attn: Michael Wolfe

the Secured Party: Bank of America, N.A.  
Suite 2610  
Two Commerce Square  
2001 Market Street  
Philadelphia, Pennsylvania 19103  
Attention: Portfolio Manager

except in cases where it is expressly herein provided that such notice, request or demand is not effective until received by the party to whom it is addressed.

IN WITNESS WHEREOF, the Secured Party and the Purchaser have executed and delivered this Agreement under seal as of the day and year first written above.

WITNESS OR ATTEST: BANK OF AMERICA, N.A.

David R. Clancy

By: Patrick M. Cornell (Seal)  
Patrick M. Cornell  
Vice President

WITNESS OR ATTEST: PLASTI-CART, INC.

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Name:  
Title:



the Purchaser: Plasti-Cart, Inc.  
c/o Supercart PLC  
3 The Mews  
16 Hollybush Lane  
Seven Oaks, Kent  
England TN13 3TH  
UNITED KINGDOM  
Attn: Michael Wolfe

the Secured Party: Bank of America, N.A.  
Suite 2610  
Two Commerce Square  
2001 Market Street  
Philadelphia, Pennsylvania 19103  
Attention: Portfolio Manager

except in cases where it is expressly herein provided that such notice, request or demand is not effective until received by the party to whom it is addressed.

IN WITNESS WHEREOF, the Secured Party and the Purchaser have executed and delivered this Agreement under seal as of the day and year first written above.

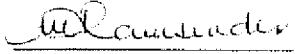
WITNESS OR ATTEST: BANK OF AMERICA, N.A.

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Patrick M. Cornell  
Vice President

WITNESS OR ATTEST:

PLASTI-CART, INC.




By:  (Seal)  
Name: MICHAEL WOLFE  
Title: PRESIDENT

EXHIBIT A TO COLLATERAL PURCHASE AGREEMENT  
PURCHASED ASSETS

Asset	Description
M1	Vista Basket Mold with Gate
M2	Vista Basket with Gate (Valve Capped)
M4	Regular Basket Mold (Diamond Pattern) with Gate Valve Capped
M5	Regular Basket Mold (Square Pattern) with Gate
M6	Mini Basket Mold with Gate (Valve Capped)
M7	Scanner Jr Basket Mold with Gate
M26	13" Handle Mold
M27	18" Ergonomic Hand Grip Mold
M28	18" Ergonomic Hand Grip Mold
M40	Wire Gate Seat Flap Mold
M43	Lower Tray Mold
M46	Wire Gate Wear Strip Mold
M71	Regular handbasket Mold
M73	Super Handbasket Mold
M75	Super Handbasket Handle Mold
IP30	Ergonomic Hand Grip for a Shopping Cart
IP31	Ergonomic Hand Grip for a Shopping Cart
IP32	Ergonomic Hand Grip for a Shopping Cart
IP17	Plastic Bottom Tray for Shopping Cart
IP18	Plastic Bottom Tray for Shopping Cart
IP4	Combined Molded Shopping Cart Basket and Rear Panel
IP5	Combined Molded Shopping Cart Basket and Rear Panel
IP6	Combined Molded Shopping Cart Basket and Rear Panel
IP7	Combined Molded Shopping Cart Basket and Rear Panel
IP8	Combined Molded Shopping Cart Basket and Rear Panel
IP9	Combined Molded Shopping Cart Basket and Rear Panel
IP22	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP23	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP24	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP25	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP59	Upper Rim for Shopping Handbasket
IP1	Bumper Arrangement for Nestable Carts
IP2	Bumper Arrangement for Nestable Carts
IP3	Bumper Arrangement for Nestable Carts
IP10	Integrally MoldedGate Support Arrangement for Plastic Shopping Cart Basket
IP11	Integrally MoldedGate Support Arrangement for Plastic Shopping Cart Basket
IP12	Integrally MoldedGate Support Arrangement for Plastic Shopping Cart Basket
IP13	Molded Shopping Cart Basket and Rear Panel
IP14	Molded Shopping Cart Basket and Rear Panel
IP15	Molded Shopping Cart Basket and Rear Panel
IP19	Reinforced Plastic Basket (Top Ring)
F1	Vista/Snubnose Chassis Weld Fixture
F2	Vista/Snubnose Extended Chassis Weld Fixture
F3	Vista/Snubnose Maximizer Cart Chassis Weld Fixture
F4	Vista/Snubnose P-Flow Chassis Weld Fixture
F5	Vista/Snubnose Metal Lower Tray Weld Fixture
F6	Vista Roadster Weld Fixture
F7	Vista Roadster Metal Lower Tray Weld Fixture
F55	Vista/Snubnose w/Convenience Tray Chassis Weld Fixture

F8 Regular Shopping Cart Chassis Weld Fixture  
F11 Econo Shopping Cart Chassis Weld Fixture  
F14 Regular/Mini Lower Tray Weld Fixture  
F18 Mini Shopping Cart Chassis Weld Fixture  
F22 Scanner Jr Shopping Cart Chassis Weld Fixture  
F23 Scanner Jr Vermaport Chassis Weld Fixture  
F24 Scanner Jr Metal Lower Tray Weld Fixture  
F27 Roadster Front Chassis Weld Fixture  
F28 Roadster Rear Chassis Weld Fixture  
D24 Scanner Jr Vermaport Chassis Frame Squash Die  
D28 P-Flow Chassis Frame Form Die  
D29 Ergonomic Hand Grip 7-Hole Pierce Die  
D30 Basket Support Radius Die  
D31 Vista/Snubnose Basket Support Pierce Die  
D34 Regular/Econo Basket Support Pierce Die  
D36 13" Handle 5-Hole Die  
D37 Lock-Hole Handle Pierce Die  
D38 Mini VCR Handle Pierce Die  
D39 Mini Basket Support Pierce Die  
D40 Regular/Econo VCR Handle Pierce Die  
D7 Roadster Extension Oval Pierce Die  
D8 Roadster Extension Pierce Die  
D9 Roadster Handle Mount Hole Pierce Die  
D10 Roadster 3-Hole Hand Grip Die

All patents listed on Schedule 1 attached

**SCHEDULE 1  
to EXHIBIT A to COLLATERAL PURCHASE AGREEMENT  
PURCHASED ASSETS**

**PATENTS**

Patent/IP #	Description	Country	Expiration Date	Vista	Regular	Mini
190262	Bumper Arrangement for Nestable Carts	Mexico	01/13/15	Vista	Regular	Mini
2,181,450	Bumper Arrangement for Nestable Carts	Canada	01/13/15	Vista	Regular	Mini
5,458,347	Bumper Arrangement for Nestable Carts	USA	01/18/14	Vista	Regular	Mini
11,103	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Mexico	10/28/17	Vista	Regular	Mini
87750	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Canada	10/15/09	Vista		
976410	Combined Molded Plastic Shopping Cart Basket and Rear Panel	France	11/04/22	Vista		
D400,679	Combined Molded Plastic Shopping Cart Basket and Rear Panel	USA	11/12/12	Vista		
DI-5701754-9	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Brazil	11/04/17	Vista		
M9710031.5	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Germany	10/27/17	Vista		
196,872	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Mexico	12/11/16	Vista	Regular	Mini
2,192,896	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Canada	12/13/16	Vista	Regular	Mini
5,865,448	Integrally Molded Gate Support Arrangement for Plastic	USA	12/05/15	Vista		

Shopping Cart Basket															
216509	Molded Plastic Shopping Cart Basket and Rear Panel		Mexico	05/05/18	Vista	Regular	Mini								
980326	Molded Plastic Shopping Cart Basket and Rear Panel		Europe	05/05/18	Vista	Regular	Mini								
2,289,216	Molded Plastic Shopping Cart Basket and Rear Panel		Canada	05/05/18	Vista	Regular	Mini								
PI9809227-8	Molded Plastic Shopping Cart Basket and Rear Panel		Brazil	05/05/18	Vista	Regular	Mini								
87051	Plastic Bottom Tray for a Shopping Cart		Canada	06/30/09	Vista	Regular	Mini								
D408,956	Plastic Bottom Tray for a Shopping Cart		USA	04/27/13	Vista										
4,946,059	Reinforced Plastic Basket (Top Ring)		USA	08/03/09	Vista	Regular	Mini								
D445,231	Shopping Cart Child Seat		USA	07/17/15	Vista	Regular									
D443,968	Shopping Cart Child Seat Flap		USA	06/19/15	Vista	Regular									
214741	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)		Mexico	08/29/17	Regular	Mini									
927126	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)		Europe	08/29/17	Regular	Mini									
2,226,387	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)		Canada	08/29/17	Regular	Mini									
5,794,952	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)		USA	09/23/16	Regular	Mini									

Patent/IP #	Description	Country	Expiration Date	Scanner Jr	Scanner
190262	Bumper Arrangement for Nestable Carts	Mexico	01/13/15	Scan Jr	Scanner
2181450	Bumper Arrangement for Nestable Carts	Canada	01/13/15	Scan Jr	Scanner
5458347	Bumper Arrangement for Nestable Carts	USA	01/18/14	Scan Jr	Scanner
196872	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Mexico	12/11/16	Scan Jr	Scanner
2192896	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Canada	12/13/16	Scan Jr	Scanner
5865448	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	USA	12/05/15	Scan Jr	Scanner
216509	Molded Plastic Shopping Cart Basket and Rear Panel	Mexico	05/05/18	Scan Jr	Scanner
980326	Molded Plastic Shopping Cart Basket and Rear Panel	Europe	05/05/18	Scan Jr	Scanner
2289216	Molded Plastic Shopping Cart Basket and Rear Panel	Canada	05/05/18	Scan Jr	Scanner
P19809227-8	Molded Plastic Shopping Cart Basket and Rear Panel	Brazil	05/05/18	Scan Jr	Scanner
87051	Plastic Bottom Tray for a Shopping Cart	Canada	06/30/09	Scan Jr	Scanner
D408,956	Plastic Bottom Tray for a Shopping Cart	USA	04/27/13	Scan Jr	Scanner
4946059	Reinforced Plastic Basket (Top Ring)	USA	08/03/09	Scan Jr	Scanner
D445,231	Shopping Cart Child Seat	USA	07/17/15	Scan Jr	Scanner
D443,968	Shopping Cart Child Seat Flap	USA	06/19/15	Scan Jr	Scanner

Patent/IP #	Description	Country	Exp Date
D470,292	All Plastic Cart	USA	2/11/2017
6,589,458	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	USA	3/29/2021
PCT/US01/12505	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	PCT	unknown
2,405,008	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Canada	unknown
PI0110172-2	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Brazil	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Europe	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	France	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Uk	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Germany	unknown

EXHIBIT B TO COLLATERAL PURCHASE AGREEMENT

SECURED PARTY'S BILL OF SALE

**BANK OF AMERICA, N.A. AS SUCCESSOR BY MERGER TO LASALLE BUSINESS CREDIT, LLC** (the "Secured Party"), in consideration of the payment of the amount of **SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000)**, receipt of which is hereby acknowledged by the Secured Party, and for the other consideration described in that certain Collateral Purchase Agreement dated on or about the date of this Agreement (the "Collateral Purchase Agreement") between the Secured Party and **PLASTI-CART, INC.** ("the Purchaser"), does hereby sell to the Purchaser all of the right, title and interest of the Secured Party, as secured party, and of **REHRIG INTERNATIONAL CORPORATION** (the "Debtor"), in and to the personal property of the Debtor described on Exhibit A attached hereto (collectively, the "Purchased Assets"). Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth or provided for in the Collateral Purchase Agreement.

The Secured Party warrants that the Secured Party is selling the Purchased Assets as a secured party under the Uniform Commercial Code and the Secured Party warrants (a) the Secured Party has a valid security interest, perfected by financing statement filings prior to all other applicable filings, in the Purchased Assets; (b) the Debtor is in default under its obligations to the Secured Party which are secured by the Purchased Assets and the Secured Party has obtained relief from the automatic stay in the Proceedings, (c) the Secured Party is lawfully foreclosing on the Purchased Assets and complying with all obligations imposed upon it pursuant to applicable law including, without limitation, the Final Financing Order and Article 9 of the Uniform Commercial Code as applicable to the Security Agreement; (d) this sale transfers all of the Debtor's rights in the Purchased Assets and discharges the security interest under which it is made and any security interest or lien subordinate thereto; and (e) none of the Purchased Assets is subject to any claims that have been or could be asserted by Target Corporation in that certain Adversary Proceeding No. 09-50026 captioned Target Corporation v. Woodside RU Holding, Inc., Woodside-United Acquisition, LLC, Rehrig International Inc. (d/b/a Rehrig United International), Bank of America, N.A. and United Steel & Wire Company (the "Target Adversary Proceeding") filed in the Bankruptcy Court and, further, the Secured Party and Target have agreed that the Secured Party will transfer or otherwise relinquish for Target's benefit its interest in Debtor's "United 336" mould, subject to definitive documentation.

Except for the warranties set forth in the preceding paragraph, this sale of the Purchased Assets is made "AS IS" and "WHERE IS" and without warranties or representations of any kind or nature and without recourse. Without limiting the generality of the foregoing, the Secured Party EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, OF MERCHANTABILITY, TITLE OF THE DEBTOR, AND FITNESS FOR A PARTICULAR PURPOSE with respect to the Purchased Assets, the Purchaser hereby acknowledging and agreeing that it is, and the Secured Party is not, a merchant of the type contained in the Purchased Assets, and that the Purchaser has conducted or has had an opportunity to conduct such inspections of and obtain such reports with respect to the Purchased Assets as the Purchaser may have deemed necessary. Without implying any limitation on the foregoing, the Secured Party makes no representation or warranty as to Purchased Assets that are



subject to the laws of a country other than the United States of America. Notwithstanding any provision of the Collateral Purchase Agreement or of any document of conveyance, rule of law or equity, or otherwise, the Secured Party's liability and the Purchaser's remedies hereunder or with respect to the transactions contemplated hereby shall be solely and strictly limited in the aggregate to the lower of the purchase price, or the diminished value, of the applicable Purchased Assets on account of a breach of the foregoing warranties, and the Secured Party shall have no other liability for any incidental, consequential or other damages to the Purchaser and the Purchaser shall have no other remedies at law or in equity, which other remedies are hereby waived. Without implying any limitation on the foregoing, there is no warranty relating to title, possession, quiet enjoyment or the like in the disposition of the Purchased Assets.

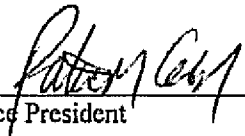
This Bill of Sale is to be construed according to the laws of the Commonwealth of Virginia.

Secured Party's signature follows on the next page.

Signature Page to  
SECURED PARTY'S BILL OF SALE

IN WITNESS WHEREOF, the Secured Party hereunder sets its hand and hereby executes  
this Bill of Sale as of March 18, 2009.

**BANK OF AMERICA, N.A. AS SUCCESSOR BY  
MERGER TO LASALLE BUSINESS CREDIT, LLC**

By:  (SEAL)  
Its: Vice President

**EXHIBIT A "PURCHASED ASSETS"**

SECURED PARTY'S BILL OF SALE

**BANK OF AMERICA, N.A. AS SUCCESSOR BY MERGER TO LASALLE BUSINESS CREDIT, LLC** (the "Secured Party"), in consideration of the payment of the amount of **SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000)**, receipt of which is hereby acknowledged by the Secured Party, and for the other consideration described in that certain Collateral Purchase Agreement dated on or about the date of this Agreement (the "Collateral Purchase Agreement") between the Secured Party and **PLASTI-CART, INC.** ("the Purchaser"), does hereby sell to the Purchaser all of the right, title and interest of the Secured Party, as secured party, and of **REHRIG INTERNATIONAL CORPORATION** (the "Debtor"), in and to the personal property of the Debtor described on Exhibit A attached hereto (collectively, the "Purchased Assets"). Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth or provided for in the Collateral Purchase Agreement.

The Secured Party warrants that the Secured Party is selling the Purchased Assets as a secured party under the Uniform Commercial Code and the Secured Party warrants (a) the Secured Party has a valid security interest, perfected by financing statement filings prior to all other applicable filings, in the Purchased Assets; (b) the Debtor is in default under its obligations to the Secured Party which are secured by the Purchased Assets and the Secured Party has obtained relief from the automatic stay in the Proceedings, (c) the Secured Party is lawfully foreclosing on the Purchased Assets and complying with all obligations imposed upon it pursuant to applicable law including, without limitation, the Final Financing Order and Article 9 of the Uniform Commercial Code as applicable to the Security Agreement; (d) this sale transfers all of the Debtor's rights in the Purchased Assets and discharges the security interest under which it is made and any security interest or lien subordinate thereto; and (e) none of the Purchased Assets is subject to any claims that have been or could be asserted by Target Corporation in that certain Adversary Proceeding No. 09-50026 captioned Target Corporation v. Woodside RU Holding, Inc., Woodside-United Acquisition, LLC, Rehrig International Inc. (d/b/a Rehrig United International), Bank of America, N.A. and United Steel & Wire Company (the "Target Adversary Proceeding") filed in the Bankruptcy Court and, further, the Secured Party and Target have agreed that the Secured Party will transfer or otherwise relinquish for Target's benefit its interest in Debtor's "United 336" mould, subject to definitive documentation.

Except for the warranties set forth in the preceding paragraph, this sale of the Purchased Assets is made "AS IS" and "WHERE IS" and without warranties or representations of any kind or nature and without recourse. Without limiting the generality of the foregoing, the Secured Party EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, OF MERCHANTABILITY, TITLE OF THE DEBTOR, AND FITNESS FOR A PARTICULAR PURPOSE with respect to the Purchased Assets, the Purchaser hereby acknowledging and agreeing that it is, and the Secured Party is not, a merchant of the type contained in the Purchased Assets, and that the Purchaser has conducted or has had an opportunity to conduct such inspections of and obtain such reports with respect to the Purchased Assets as the Purchaser may have deemed necessary. Without implying any limitation on the foregoing, the Secured Party makes no representation or warranty as to Purchased Assets that are subject to the laws of a country other than the United States of America. Notwithstanding any provision of the Collateral Purchase Agreement or of any document of conveyance, rule of law

or equity, or otherwise, the Secured Party's liability and the Purchaser's remedies hereunder or with respect to the transactions contemplated hereby shall be solely and strictly limited in the aggregate to the lower of the purchase price, or the diminished value, of the applicable Purchased Assets on account of a breach of the foregoing warranties, and the Secured Party shall have no other liability for any incidental, consequential or other damages to the Purchaser and the Purchaser shall have no other remedies at law or in equity, which other remedies are hereby waived. Without implying any limitation on the foregoing, there is no warranty relating to title, possession, quiet enjoyment or the like in the disposition of the Purchased Assets.


This Bill of Sale is to be construed according to the laws of the Commonwealth of Virginia.

Secured Party's signature follows on the next page.

Signature Page to  
SECURED PARTY'S BILL OF SALE

IN WITNESS WHEREOF, the Secured Party hereunder sets its hand and hereby executes  
this Bill of Sale as of March 18, 2009.

**BANK OF AMERICA, N.A. AS SUCCESSOR BY  
MERGER TO LASALLE BUSINESS CREDIT, LLC**

By:  (SEAL)  
Its: Vice President

## EXHIBIT A TO BILL OF SALE

## PURCHASED ASSETS

Asset	Description
M1	Vista Basket Mold with Gate
M2	Vista Basket with Gate (Valve Capped)
M4	Regular Basket Mold (Diamond Pattern) with Gate Valve Capped
M5	Regular Basket Mold (Square Pattern) with Gate
M6	Mini Basket Mold with Gate (Valve Capped)
M7	Scanner Jr Basket Mold with Gate
M26	13" Handle Mold
M27	18" Ergonomic Hand Grip Mold
M28	18" Ergonomic Hand Grip Mold
M40	Wire Gate Seat Flap Mold
M43	Lower Tray Mold
M46	Wire Gate Wear Strip Mold
M71	Regular handbasket Mold
M73	Super Handbasket Mold
M75	Super Handbasket Handle Mold
IP30	Ergonomic Hand Grip for a Shopping Cart
IP31	Ergonomic Hand Grip for a Shopping Cart
IP32	Ergonomic Hand Grip for a Shopping Cart
IP17	Plastic Bottom Tray for Shopping Cart
IP18	Plastic Bottom Tray for Shopping Cart
IP4	Combined Molded Shopping Cart Basket and Rear Panel
IP5	Combined Molded Shopping Cart Basket and Rear Panel
IP6	Combined Molded Shopping Cart Basket and Rear Panel
IP7	Combined Molded Shopping Cart Basket and Rear Panel
IP8	Combined Molded Shopping Cart Basket and Rear Panel
IP9	Combined Molded Shopping Cart Basket and Rear Panel
IP22	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP23	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP24	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP25	Support Assembly for a Plastic Basket of a Shopping Cart (VCR)
IP59	Upper Rim for Shopping Handbasket
IP1	Bumper Arrangement for Nestable Carts
IP2	Bumper Arrangement for Nestable Carts
IP3	Bumper Arrangement for Nestable Carts
IP10	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket
IP11	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket
IP12	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket
IP13	Molded Shopping Cart Basket and Rear Panel
IP14	Molded Shopping Cart Basket and Rear Panel
IP15	Molded Shopping Cart Basket and Rear Panel
IP19	Reinforced Plastic Basket (Top Ring)
F1	Vista/Snubnose Chassis Weld Fixture
F2	Vista/Snubnose Extended Chassis Weld Fixture
F3	Vista/Snubnose Maximizer Cart Chassis Weld Fixture
F4	Vista/Snubnose P-Flow Chassis Weld Fixture
F5	Vista/Snubnose Metal Lower Tray Weld Fixture
F6	Vista Roadster Weld Fixture
F7	Vista Roadster Metal Lower Tray Weld Fixture
F55	Vista/Snubnose w/Convenience Tray Chassis Weld Fixture

F8 Regular Shopping Cart Chassis Weld Fixture  
F11 Econo Shopping Cart Chassis Weld Fixture  
F14 Regular/Mini Lower Tray Weld Fixture  
F18 Mini Shopping Cart Chassis Weld Fixture  
F22 Scanner Jr Shopping Cart Chassis Weld Fixture  
F23 Scanner Jr Vermaport Chassis Weld Fixture  
F24 Scanner Jr Metal Lower Tray Weld Fixture  
F27 Roadster Front Chassis Weld Fixture  
F28 Roadster Rear Chassis Weld Fixture  
D24 Scanner Jr Vermaport Chassis Frame Squash Die  
D28 P-Flow Chassis Frame Form Die  
D29 Ergonomic Hand Grip 7-Hole Pierce Die  
D30 Basket Support Radius Die  
D31 Vista/Snubnose Basket Support Pierce Die  
D34 Regular/Econo Basket Support Pierce Die  
D36 13" Handle 5-Hole Die  
D37 Lock-Hole Handle Pierce Die  
D38 Mini VCR Handle Pierce Die  
D39 Mini Basket Support Pierce Die  
D40 Regular/Econo VCR Handle Pierce Die  
D7 Roadster Extension Oval Pierce Die  
D8 Roadster Extension Pierce Die  
D9 Roadster Handle Mount Hole Pierce Die  
D10 Roadster 3-Hole Hand Grip Die

All patents listed on Schedule 1 attached



**SCHEDULE 1  
to EXHIBIT A to BILL OF SALE  
PURCHASED ASSETS**

**PATENTS**

Patent/IP #	Description	Country	Expiration Date	Vista	
				Regular	Mini
190262	Bumper Arrangement for Nestable Carts	Mexico	01/13/15	Regular	Mini
2,181,450	Bumper Arrangement for Nestable Carts	Canada	01/13/15	Regular	Mini
5,458,347	Bumper Arrangement for Nestable Carts	USA	01/18/14	Regular	Mini
11,103	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Mexico	10/28/17	Regular	Mini
87750	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Canada	10/15/09	Regular	Mini
976410	Combined Molded Plastic Shopping Cart Basket and Rear Panel	France	11/04/22	Regular	Mini
D400,679	Combined Molded Plastic Shopping Cart Basket and Rear Panel	USA	11/12/12	Regular	Mini
DI-5701754-9	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Brazil	11/04/17	Regular	Mini
M9710031.5	Combined Molded Plastic Shopping Cart Basket and Rear Panel	Germany	10/27/17	Regular	Mini
196,872	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Mexico	12/11/16	Regular	Mini
2,192,896	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Canada	12/13/16	Regular	Mini
5,865,448	Integrally Molded Gate Support Arrangement for Plastic	USA	12/05/15	Regular	Mini



Patent/IP #	Description	Country	Expiration Date	Scanner Jr	Scanner
190262	Bumper Arrangement for Nestable Carts	Mexico	01/13/15	Scan Jr	Scanner
2181450	Bumper Arrangement for Nestable Carts	Canada	01/13/15	Scan Jr	Scanner
5458347	Bumper Arrangement for Nestable Carts	USA	01/18/14	Scan Jr	Scanner
196872	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Mexico	12/11/16	Scan Jr	Scanner
2192896	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	Canada	12/13/16	Scan Jr	Scanner
5865448	Integrally Molded Gate Support Arrangement for Plastic Shopping Cart Basket	USA	12/05/15	Scan Jr	Scanner
216509	Molded Plastic Shopping Cart Basket and Rear Panel	Mexico	05/05/18	Scan Jr	Scanner
980326	Molded Plastic Shopping Cart Basket and Rear Panel	Europe	05/05/18	Scan Jr	Scanner
2289216	Molded Plastic Shopping Cart Basket and Rear Panel	Canada	05/05/18	Scan Jr	Scanner
PI9809227-8	Molded Plastic Shopping Cart Basket and Rear Panel	Brazil	05/05/18	Scan Jr	Scanner
87051	Plastic Bottom Tray for a Shopping Cart	Canada	06/30/09	Scan Jr	Scanner
D408,956	Plastic Bottom Tray for a Shopping Cart	USA	04/27/13	Scan Jr	Scanner
4946059	Reinforced Plastic Basket (Top Ring)	USA	08/03/09	Scan Jr	Scanner
D445,231	Shopping Cart Child Seat	USA	07/17/15	Scan Jr	Scanner
D443,968	Shopping Cart Child Seat Flap	USA	06/19/15	Scan Jr	Scanner

Patent/IP #	Description	Country	Exp Date
D470,292	All Plastic Cart	USA	2/11/2017
6,589,458	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	USA	3/29/2021
PCT/US01/12505	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	PCT	unknown
2,405,008	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Canada	unknown
PI0110172-2	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Brazil	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Europe	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	France	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Uk	unknown
1927127.9	Method of Molding a Cart Using Molding Processes (All Plastic Cart)	Germany	unknown

**International payment - reference 16932534**

Payment details are as follows.

**Payment Information**

Status: Processing as at 20/03/2009 at 09:16      Last Updated By: SYSTEM      Last Updated: 20/03/2009 at 09:16  
Bank Reference: EBANKGO28351908      Authoriser User Id: SUP002      Authorised: 20/03/2009 at 09:15  
Template Reference: US LIQUIDATORS      Import File Reference:      Imported:

**Payment Details**

Debit Account: 140/00/26067854 SUPERCART PLC      Your Reference: US LIQUIDATORS  
Payment Date: 20/03/2009      Charge Amount:      Foreign Charges Paid By: Remitter  
Payment Amount: USD 585,000.00      Charge Account:      Charges Code: OUR  
Debit Date\*: 20/03/2009      Charge Account Name:  
Debit Amount:  
Destination Country: United States of America  
NWB Charges Paid By: Remitter

\*Note: The Beneficiary's Bank may not make the funds available to the Beneficiary on this date.

Notes: This information does not represent an advice of payment; It simply shows the current state of the payment instruction. The payment information shown above is therefore not yet confirmed.

**International payment - reference 16932534 (continued)**

Payment details are as follows.

**Beneficiary Details (continued)**

Beneficiary Name: BOA WOODSIDE RU HOLDINGS

Beneficiary Account: 026009593 9401743041

Beneficiary Address: Chicago

Credit Value Date: 20/03/2009

USA

Credit Amount:

Beneficiary Branch:

Information for Beneficiary: WOODSIDE RU HOLDINGS WRU02

Account Holding Branch: BANK OF AMERICA, N.A.  
100, N TRYON ST  
CHARLOTTE**Foreign Exchange Details**

Foreign Exchange Deal Number:

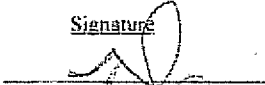

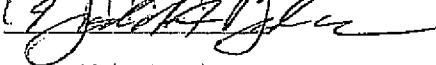
Exchange rate:

Note: This information does not represent an advice of payment; it simply shows the current state of the payment instruction. The payment information shown above is therefore not yet confirmed.

PLASTI-CART, INC.

SECRETARY'S AND INCUMBENCY CERTIFICATE

The undersigned does hereby certify that (1) I am the Secretary of Plasti-Cart, Inc., a Delaware corporation (the "Corporation"), (2) the representations and warranties contained in Sections 6(a) and 6(b) of that certain Collateral Purchase Agreement between Plasti-Cart, Inc. and Bank of America, N.A., successor to LaSalle Credit, LLC, dated as of March \_\_, 2009 are true and correct as of the date hereof, and (3) the following named persons are the elected and acting officers of the Corporation holding the offices set forth opposite their names below, and the signature of such person set forth opposite such person's name is his genuine signature:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Michael Wolfe	President	
Stephen Wright	Treasurer	
Donald S. Burnham	Secretary	

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of March 8, 2009.

By:   
Name: Donald S. Burnham  
Title: Secretary

ATTESTED:

  
\_\_\_\_\_  
Michael Wolfe, President

(K0)91602 1)