

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Foreclosure document - Verified Statement and Certificate of Sale
CONVEYING PARTY DATA	
Name	Execution Date
Destiny Plastics, Inc.	02/01/2011
RECEIVING PARTY DATA	
Name:	A-1 Business Products, Inc.
Street Address:	1901 Avenue of the Stars, Ste 300
Internal Address:	c/o Gershuni & Katz, a Law Corp.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D499938
CORRESPONDENCE DATA	
Fax Number:	(310)282-8149
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310-282-8580
Email:	lgold@gershunikatz.com
Correspondent Name:	Leslie S. Gold, Esq.
Address Line 1:	1901 Avenue of the Stars, Ste 300
Address Line 4:	Los Angeles, CALIFORNIA 90067
NAME OF SUBMITTER:	Leslie S. Gold
Total Attachments: 5 source=Verified Statement and Certificate of Sale#page1.tif source=Verified Statement and Certificate of Sale#page2.tif source=Verified Statement and Certificate of Sale#page3.tif source=Verified Statement and Certificate of Sale#page4.tif source=Verified Statement and Certificate of Sale#page5.tif	

OP \$40.00 D499938

VERIFIED STATEMENT OF LESLIE S. GOLD

I, LESLIE S. GOLD, declare as follows:

1. I am associated with Gershuni & Katz, A Law Corporation, a member of the bar of the State of California, all United States District Courts in California and the Ninth Circuit Court of Appeals and one of the attorneys responsible for the representation of A-1 Business Products, Inc. ("A-1") in connection with the enforcement of its rights under that certain Factoring and Security Agreement dated March 25, 2002 (the "Security Agreement") executed by Destiny Plastics, Inc. ("Destiny Plastics") and recorded with the United States Patent and Trademark Office. I have personal knowledge of the facts stated herein except where alleged upon information and belief, and as to those facts, I believe them to be true. If called upon to testify thereto, I could and would do so competently under oath. I am authorized by A-1 to submit this verified statement and the attached Certificate of Sale.

2. Upon information and belief, based on A-1's books and records with which I am familiar and which were used to prepare a successful motion for relief from the automatic stay in the United States Bankruptcy Court for the Central District of California, as of September 2, 2010, Destiny Plastics was in default of its payment obligations to A-1.

3. After receiving leave of the bankruptcy court to proceed with enforcement, I provided written notice of disposition of the collateral pledged by Destiny Plastics to A-1 (the "Collateral") at public sale (a non-judicial foreclosure sale) to all requisite parties pursuant to the requirements of California law and duly advertised the sale in the Daily Journal as well as in Plastics News. I also provided written notice of the sale to potentially interested parties.

4. On November 1, 2010, I conducted a public sale of the Collateral. A-1 was the

successful bidder at the sale and by credit bid, purchased the Collateral, which consisted of:

All of Destiny Plastic Inc.'s personal property and fixtures, and proceeds thereof, (including proceeds of proceeds) including without limitation Accounts, including health-care insurance receivables, Chattel Paper, Inventory, Equipment including without limitation molds for the fabrication of plasticware, Instruments, including Promissory Notes, Investment Property, Documents, and General Intangibles.

5. Included among the personal property Collateral pledged by Destiny Plastics and purchased by A-1 at the foreclosure sale were fifteen patents, identified by the following patent numbers:

D540,120
D538,108
D531,453
D506,647
D504,282
D499,938
D493,669
D486,696
D486,694
D485,472
D485,124
D484,746
D479,668
D479,103
D476,529

6. A-1 complied fully with the requisite procedures in disposing of the Collateral. Accordingly, each patent listed herein was duly foreclosed upon pursuant to the laws of the State of California and as set forth in the attached Certificate of Sale executed by A-1 President Michele Schuster.

7. The Certificate of Sale attached hereto is executed by Michele Schuster, the President of A-1, and constitutes a "Transfer Statement" pursuant to California Commercial Code section 9619.

I swear under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed July 8, 2011 at Los Angeles County, California.



LESLIE S. GOLD

CERTIFICATE OF SALE

This will certify that on November 1, 2010, at public sale following the default of Destiny Plastics, Inc. under that certain Factoring and Security Agreement dated as of March 25, 2002, as amended, secured creditor A-1 Business Products, Inc. d/b/a Premium Financial Services exercised its postdefault remedies with respect to the following described personal property collateral. By reason of this exercise, all of the rights, title and interest of Destiny Plastics, Inc. in and to the following described personal property collateral was sold to A-1 Business Products, Inc. d/b/a Premium Financial Services, which has acquired the rights of Destiny Plastics, Inc. in the collateral for the sum of Fifty Thousand Dollars (\$50,000.00), being the highest and best bid obtainable:

All of Destiny Plastics, Inc.'s personal property and fixtures, and proceeds thereof (including proceeds of proceeds), including without limitation Accounts (including without limitation health-care insurance receivables), Chattel Paper, Inventory, Equipment (including without limitation molds for the fabrication of plasticware), Instruments (including without limitation Promissory Notes), Investment Property, Documents, and General Intangibles.

The collateral includes the patents assigned the following patent numbers by the United States Patent and Trademark Office:

D540,120
D538,108
D531,453
D506,647
D504,282
D499,938
D493,669
D486,696
D486,694
D485,472
D485,124
D484,746
D479,668
D479,103
D476,529

Said sale was made on an "as is," "where is" basis, without recourse, warranty or guarantee of any kind, express or implied, including as to title, possession, enforceability, validity, merchantability or fitness for a particular purpose.

The sale was held to enforce the rights of secured creditor A-1 Business Products, Inc. d/b/a Premium Financial Services under that certain Factoring and Security Agreement dated as of March 25, 2002, as amended.

Certificate of Sale
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Secured Party:

A-1 Business Products, Inc. d/b/a Premium Financial Services
P.O. Box 7025
Santa Monica, CA 90406

Debtor:

Destiny Plastics, Inc.
57 Bell Canyon Drive
Dove Canyon, CA 92679


Destiny Plastics, Inc.
Incorp. Services, Inc.
5716 Corsa Ave., Ste. 110
Westlake Village, CA 91362-7354

Transferee:

A-1 Business Products, Inc. d/b/a Premium Financial Services
P.O. Box 7025
Santa Monica, CA 90406

Transferee: A-1 Business Products, Inc. d/b/a Premium Financial Services

By:


MICHELE SCHUSTER

DATED: February 1, 2011