

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	License Transfer to Chapter 7 Bankruptcy Trustee				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DeckLok Bracket Systems, LLC</td> <td>04/09/2009</td> </tr> </tbody> </table>		Name	Execution Date	DeckLok Bracket Systems, LLC	04/09/2009
Name	Execution Date				
DeckLok Bracket Systems, LLC	04/09/2009				
RECEIVING PARTY DATA					
Name:	Michael G. Wolff, Trustee Chapter 7				
Street Address:	15425 Shady Grove Road, Suite 465				
City:	Rockville				
State/Country:	MARYLAND				
Postal Code:	20850				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6311449</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6311449
Property Type	Number				
Patent Number:	6311449				
CORRESPONDENCE DATA					
Fax Number:	3142382401				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	3142382400				
Email:	patents@polsterlieder.com				
Correspondent Name:	Polster Lieder Woodruff & Lucchesi, LC				
Address Line 1:	12412 Powerscourt Drive, Suite 200				
Address Line 4:	St. Louis, MISSOURI 63131				
ATTORNEY DOCKET NUMBER:	SCRP G001				
NAME OF SUBMITTER:	David L. Howard				
<p>Total Attachments: 17</p> <p>source=SCRP_G001_6_13_12_Court_Order_on_6311449_Patent_License#page1.tif</p> <p>source=SCRP_G001_6_13_12_Court_Order_on_6311449_Patent_License#page2.tif</p> <p>source=SCRP_G001_6_13_12_Court_Order_on_6311449_Patent_License#page3.tif</p> <p>source=SCRP_G001_6_13_12_Court_Order_on_6311449_Patent_License#page4.tif</p> <p>source=SCRP_G001_6_13_12_Court_Order_on_6311449_Patent_License#page5.tif</p>					

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**SO ORDERED**



THOMAS J. CATLIOTA  
U. S. BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
SOUTHERN DIVISION

IN RE:

DECKLOK BRACKET SYSTEMS, LLC

:  
:Case No. 07-2-0211-TJC

DEBTOR

:Chapter 7  
:  
:

ORDER (1) VACATING ORDER RESOLVING IN PART AND DEFERRING FOR  
SUBMISSION OF A CONSENT ORDER IN PART THE MOTION FILED  
AT DOCKET NO 161, ENTERED HEREIN ON APRIL 19, 2012  
(DOCKET ENTRY 174), (2) DETERMINING THE INTEREST  
OF THE PURCHASER, SCREW PRODUCTS, INC., IN  
THE PATENT LICENSE ASSIGNED PREPETITION  
TO THE DEBTOR AND THE TERMS THEREOF,  
AND (3) RESOLVING ISSUES IN RELATION  
TO A SPECIFIC COPYRIGHT

Before the Court is the motion of Screw Products, Inc. ("SPI") filed at Docket Entry 161

on January 6, 2012<sup>1</sup> and the opposition filed by Michael G. Morse on January 25, 2012. The Court held a hearing on the motion on April 16, 2012. The motion raised numerous issues. At the hearing, however, the parties announced they had reached a resolution on all but two issues and would submit a consent order on the resolved issues.<sup>2</sup> The hearing went forward on the two open issues identified by the parties: (1) what are the terms and conditions of the license agreement between Mr. Morse as licensor, and the Debtor, Decklok Bracket Systems, LLC as licensee, concerning Patent No. US 6,311,449 B1, dated November 6, 2001 (the "Exclusive Patent License Agreement"); and (2) whether the Safety Alert: Study Reveals Sharp Increase In Deck Failures introduced into evidence as Exhibit 3 is copyrighted material of the Debtor. The Court resolved the two issues for the reasons stated in a bench ruling on April 18, 2012 (the "Bench Ruling"). The Court's resolution of the two issues is embodied in Order Resolving In Part And Deferring For Submission Of A Consent Order In Part The Motion Filed

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<sup>1</sup> The title of the motion is: Motion Of Purchaser, Screw Products, Inc., (1) For Determination Of Terms Of Patent Licence Assigned Prepetition To The Debtor, (2) For Substantive Clarification That Patent License, ICC-ES Evaluation Report And Number, ICC-ES Quality Control Documentation, The Debtor's Software Licenses, The Debtor's Trade Names, The Debtor's Trademark Rights Including All Rights And Benefits Attendant Thereto, The Debtor's Trade Secrets, The Debtor's Copyrights Including All Rights And Benefits Attendant Thereto, And All Other Intellectual Property Rights To Which The Debtor Was Entitled Were Sold By The Trustee And Purchased By The Purchaser Through Court Auction Sale Approved By Order, Entered Herein On June 7, 2011, And, (3) for Approval of Purchaser's Reservation Of Rights To Pursue The Establishment And Acquisition Of All Intellectual Property Rights To Which The Debtor Was Entitled, If Any, Exclusive Of The Above - Referenced Patent License, Software Licenses, Trade Names, Trademark Rights, Trade Secrets, And Copyrights Specifically Defined In This Motion.

<sup>2</sup> The proposed consent order was uploaded herein by the parties on May 18, 2012 and was entered herein on May 23, 2012 (Docket Entry 180).

At Docket No 161, entered herein on April 19, 2012, (the "Order") (Docket Entry 174). By motion filed herein on May 3, 2012 (Docket Entry 176), SPI has requested that the Order be amended for various reasons stated in its motion. The real parties in interest in this motion proceeding have consented to the vacating of the Order and the entry hereof, as evidenced by the signatures hereon of counsel for the real parties in interest. Moreover, the Court has determined that good cause otherwise exists for the Order to be amended. Therefore, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that SPI's motion to amend the Order be, and hereby is, granted, and it is further,

ORDERED, that for the reasons stated in the Bench Ruling, it is,

ORDERED, that the unexecuted Patent License Agreement, with a stated date of "this \_\_\_ day of April, 2006" and entered into evidence as Exhibit 4, a copy of which is attached hereto and incorporated by reference herein (the "Unexecuted Patent License Agreement"), contains the terms and conditions of the Exclusive Patent License Agreement between Mr. Michael Morse, as licensor, and the Debtor, Decklok Bracket Systems, LLC, as licensee, subject to any updating of the Notice provisions found at Paragraph 13 thereof from time to time hereafter, and it is further,

ORDERED, that the Exclusive Patent License Agreement be, and hereby is, held to have been an asset of the Debtor, Decklok Bracket Systems, LLC, on the petition date and was sold by the Trustee and purchased by SPI on June 1, 2011 at the auction sale conducted before the Court (the "Auction Sale"), and it is further,

ORDERED, that as a result of the sale by the Trustee and purchase by SPI of the interest of the Debtor in and to the Exclusive Patent License Agreement, SPI be, and hereby is, the sole and exclusive Licensee of Patent No. US 6,311,449 B1, dated November 6, 2001 (the "Patent"), in accordance with the terms and conditions of the Unexecuted Patent Licensing Agreement, and it is further,

ORDERED, that as a result of the sale by the Trustee and purchase by SPI of the interest of the Debtor in and to the Exclusive Patent License Agreement, SPI be, and hereby is, entitled to all of the rights and benefits as exclusive Licensee of the Patent, retroactive to the date of the Auction Sale throughout the remaining term of the Exclusive Patent License Agreement, and it is further,

ORDERED, that the Safety Alert: Study Reveals Sharp Increase In Deck Failures introduced into evidence as Exhibit 3 is copyrighted material of Morse Technologies, LLC and is not copyrighted material of the Debtor, Decklok Bracket Systems, LLC.

AGREED AND CONSENTED TO:

BUD STEPHEN TAYMAN, P.A.

By: /s/ Bud Stephen Tayman  
Federal Bar No. 08249  
6301 Ivy Lane, Suite 140  
Greenbelt, Maryland 20770  
(301) 474-8831  
Fax: (301) 474-8839  
[btayman@taymanlaw.com](mailto:btayman@taymanlaw.com)  
Co-counsel for Creditors and Parties in Interest, James P. Miller  
and Screw Products, Inc.

POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C.

By: /s/ David L. Howard  
Admitted *Pro Hac Vice*  
12412 Powerscourt Drive, Suite 200  
St. Louis, Missouri 63131-3615  
(314) 238-2460  
Fax (314) 238-2401  
[dhoward@polsterlieder.com](mailto:dhoward@polsterlieder.com)  
Co-counsel for Creditors and Parties in Interest, James P. Miller  
and Screw Products, Inc.

ROBERTS, JOHNS & HEMPHILL, PLLC

By: /s/ Mark R. Roberts  
Mark R. Roberts  
Admitted *Pro Hac Vice*  
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Fax: (253) 858-8646  
[mark@rjh-legal.com](mailto:mark@rjh-legal.com)  
Co-counsel for Creditors and Parties in Interest, James P. Miller  
and Screw Products, Inc

LAW OFFICES OF KATHLEEN A. MORSE

By: /s/ Kathleen A. Morse  
Federal Bar No. 06203  
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Avon, Colorado 81620  
(970) 393-2146  
Fax (970) 748-2079  
[kmorse@kathleenmorselaw.com](mailto:kmorse@kathleenmorselaw.com)  
Counsel for Creditor and Party in Interest, Michael G. Morse

CERTIFICATION PURSUANT TO ADMINISTRATIVE  
ORDER NO. 03-02, Exhibit A, §V.B.1.

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the /s/ Bud Stephen Tayman, /s/ Mark R. Roberts, /s/ David L. Howard, and /s/ Kathleen A. Morse on this copy reference the signatures of consenting parties on the original consent order.

/s/ Bud Stephen Tayman  
Bud Stephen Tayman

Copies to:

Bud Stephen Tayman, Esquire  
Bud Stephen Tayman, P.A.  
6301 Ivy Lane, Suite 140  
Greenbelt, Maryland 20770

Mark R. Roberts, Esquire  
Roberts, Johns & Hemphill, PLLC  
7525 Pioneer Way, Suite 202  
Gig Harbor, Washington 98335

David L. Howard, Esquire  
Polster, Lieder, Woodruff & Lucchesi, L.C.  
12412 Powerscourt Drive, Suite 200  
St. Louis, Missouri 63131-3615

Kathleen A. Morse, Esquire  
P.O. Box 2520  
Avon, Colorado 81620

James M. Hoffinan, Esquire  
Offit Kurman, P.A.  
4800 Montgomery Lane, Suite 900  
Bethesda, Maryland 20814



Michael G. Wolff, Esquire, Trustee  
15425 Shady Grove Road  
North Lobby, Suite 465  
Rockville, Maryland 20850

Richard H. Gins, Esquire  
3 Bethesda Metro Center, Suite 530  
Bethesda, Maryland 20814

Lynn A. Kohen, Esquire  
Office of the U.S. Trustee  
6305 Ivy Lane, Suite 600  
Greenbelt, Maryland 20770

**End of Order**

ORDER (1) VACATING ORDER RESOLVING IN PART AND DEFERRING FOR  
SUBMISSION OF A CONSENT ORDER IN PART THE MOTION FILED  
AT DOCKET NO 161, ENTERED HEREIN ON APRIL 19, 2012  
(DOCKET ENTRY 174), (2) DETERMINING THE INTEREST  
OF THE PURCHASER, SCREW PRODUCTS, INC., IN  
THE PATENT LICENSE ASSIGNED PREPETITION  
TO THE DEBTOR AND THE TERMS THEREOF,  
AND (3) RESOLVING ISSUES IN RELATION  
TO A SPECIFIC COPYRIGHT

ATTACHMENT

Exhibit 4: Unexecuted Patent License Agreement

**PATENT LICENSE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of April, 2006, by and between Michael G. Morse ("Licensor") and DeckLok Bracket Systems, LLC ("Licensee") (collectively, the "Parties").

WHEREAS, Licensor has invented a system utilizing brackets to connect deck ledger boards to the floor joists of a house so that the deck ledger board will be supported by the weight-bearing floor joists of the house (the "Invention"), and has been granted a United States Letters Patent for said invention, Patent No. US 6311449 B1 (the "Patent"), issued November 6, 2001;

AND WHEREAS, Licensor wishes to permit Licensee to use the Patent for the production, sale and distribution of DeckLok brackets ("Licensed Product"), under the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

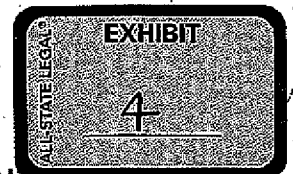
**1. Grant of License.**

- a. Licensor hereby grants to Licensee a license to use the Patent for the production, sale and distribution of DeckLok brackets (the "License").
- b. License shall be exclusive to Licensee, unless the License is assigned or sublicensed in accordance with this Agreement.
- c. Licensor shall remain the sole owner of the Patent. Licensee shall enjoy the rights set forth in this Agreement, and nothing in this Agreement shall entitle Licensee to make any claim to ownership of the Patent. Licensee may not make any use of the Patent nor practice under the Patent in any manner other than as authorized in this Agreement without prior written approval from Licensor.

**2. Term.**

- a. The term of this Agreement shall begin on the date written above and shall continue in full force and effect for a period equal to the remaining life of the Patent (the "Term"), unless terminated earlier pursuant to the terms of Section 2. of this Agreement.
- b. Should any one or more of the following enumerated events occur, Licensor shall have the right to terminate this Agreement:
  - i. Licensee ceases to sell any Licensed Product for any period of 24 consecutive months; or

Patent License Agreement  
April 2006  
Page 1



- ii. Licensee materially breaches a material provision, term, or condition under this Agreement.
  - c. Licensor's right to terminate this Agreement pursuant to Subsection (b) above is contingent upon Licensee's failure to cure the alleged breach within 30 days of receiving written notice of such breach from Licensor.
  - d. In the event that this Agreement is terminated pursuant to Section 2 of this Agreement, Licensee shall cease using the Patent in the course of Licensee's business as soon as it is commercially feasible to do so. Licensee may sell any units of the Licensed Product that are on order or that Licensee has committed to deliver as of the date of termination; provided, however, that Licensee shall not produce, sell or distribute any additional units.
  - e. At the end of the Term, or upon any termination of this Agreement, all rights and privileges granted in the Patent pursuant to the License shall revert to Licensor, and shall be the sole property of Licensor.
3. **Payments.** Licensee shall pay to Licensor a royalty of \$1.00 each year of the term of this Agreement on or before January 1 of each year.
4. **Licensor's Representations and Warranties.**
- a. Licensor represents and warrants that he is the sole and exclusive owner of the Patent, and owns all right, title and interest in the Patent.
  - b. Licensor represents and warrants that it has the legal authority to grant the License to Licensee, and that no other person or entity is required to give its consent for the License to be valid.
  - c. Licensor represents and warrants that Licensor has not licensed the Patent to any person or entity other than Licensee, nor will it license the Patent to any person or entity other than Licensee for the duration of this Agreement.
  - d. Licensor represents and warrants that the Patent does not infringe on the intellectual property rights of any third party.
5. **Licensor's Indemnification.** Licensor agrees to indemnify and hold harmless Licensee for any claims, suits, damages, actions, or other costs arising out any breach of Licensor's warranties set forth in Section 4 above.
6. **Licensee's Obligations.** Licensee shall not take any action that it has reason to believe will adversely affect the value or integrity of the Patent. This shall include producing Licensed Products of a poor or dangerous quality.
7. **Licensee's Indemnification.** Licensee agrees to indemnify and hold harmless Licensor for any claims, suits, damages, actions, or other costs (including reasonable attorneys' fees) arising out of any claimed infringement by Licensee of any patent.

Patent License Agreement

April 2006

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copyright, trademark, or other intellectual property of any third party, where such claimed infringement arises out of Licensee's use, development, or other exploitation of the Patent.

8. **Infringement.** Licensee shall be responsible, at its sole expense, to defend the Patent against infringement by any third party. Any recovery made as a result of such a defense may be retained by Licensee. If Licensor notifies Licensee of an alleged infringement of the Patent and Licensee does not commence reasonable efforts to stop the alleged infringement within 90 days of the date of such notice, then Licensor shall have the right to defend the Patent at his own expense. If Licensor defends the Patent as set forth above, Licensor shall have the right to retain any recovery made against a third party for infringement. Regardless of which party defends the Patent, both parties hereby agree to cooperate in any such defense, and to grant the party defending the Patent access to any records, materials, personnel, or other resources relevant to the defense of the Patent, unless such access would not be commercially feasible.
8. **Sublicense.** Licensee may sublicense the rights granted to it in the Patent pursuant to this Agreement with the prior written consent of Licensor.
9. **Assignment.** Licensee may assign its rights, duties and/or obligations under this Agreement (a) without the approval of Licensor, in the event of and as part of a sale by Licensee of all or substantially all of its assets, or a sale by all the Members of Licensee of their interests in Licensee, in one or a series of related transactions; and (b) with the prior written approval of Licensor in all other cases. Licensor also shall have the right to transfer Licensor's rights, duties and/or obligations under this Agreement and its interest in the Patent with the prior written consent of all the Members of Licensee.
10. **Sale of the Patent.** Licensor and Licensee agree that, absent the License, Licensee cannot operate its business. Licensor and Licensee further agree that it is in the interests of both Licensor and Licensee for Licensee to continue to operate its business. Therefore, Licensor agrees that Licensor may not sell the Patent during the Term without the prior written consent of Licensee. Further, in the event Licensee provides such consent to a sale, all proceeds of the sale will be paid to Licensee, and distributed in accordance with Licensee's Operating Agreement.
11. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Maryland, without regard to conflicts of law principles.
12. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

13. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Licensor: Michael G. Morse  
1000 Gold Mine Road  
Brookeville, Maryland 20833

If to Licensee: Theresa B. Morse, Resident Agent  
DeckLok Bracket Systems, LLC  
1000 Gold Mine Road  
Brookeville, Maryland 20833

With a copy to: Jim Miller  
3732 70<sup>th</sup> Avenue  
Gig Harbor, Washington 98335

14. **Headings.** The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between Licensor and Licensee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Licensor:

Licensee:

DeckLok Bracket Systems, LLC

\_\_\_\_\_  
Michael G. Morse

\_\_\_\_\_  
Michael G. Morse, Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SO ORDERED**



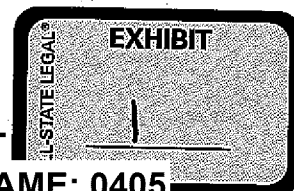
THOMAS J. CATLIOTA  
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Greenbelt Division)**

In re:	*	
DeckLok Bracket Systems, LLC	*	Case Number: 07-20211 TJC
Debtor	*	Chapter 7

**ORDER APPROVING  
AUCTION OF ASSETS OF THE  
ESTATE PURSUANT TO 11 U.S.C. §105 AND 363**

BEFORE THE COURT came Michael Morse ("Morse") with respect to a Verified Motion for Enforcement of Agreement (DE 125, 135 and 138), the opposition of the Chapter 7 Trustee (DE 134) and the opposition of James Miller ("Miller") (DE 132 and 137), and the Court being aware of the Trustee's efforts to sell the assets of the Estate through auctioneer (DE 114, 115), the assets of the Estate not having sold on an Internet Auction at a price satisfactory to the Trustee, the Trustee having attempted to sell the assets of the Debtor to Mr. Morse (DE 119), and the objections thereto by Morse (DE 121) and Miller (DE 122) and the Trustee having withdrawn the Motion to Sell, the parties having requested to conduct an auction before this Court, and an



auction having been conducted as described below in open court on June 1, 2011, it is hereby

ORDERED, that the Court finds that the notice and sale procedures used by the Trustee through the previously employed auctioneer provided sufficient notice and opportunity for creditors and third parties to bid on the assets of the Estate; and it is further

ORDERED, that no further notice requirements are imposed by the Court, with the only two (2) interested bidders having communicated with the Trustee and the Court; and it is further

ORDERED, that the terms of the auction are recognized as follows:

- A. The Trustee set a reserve of \$15,000;
- B. The sale of the assets of the Estate was "as is, where is" free from any additional representations and warranties of any kind;
- C. The Purchaser (defined below) is responsible for acquiring possession of the purchased assets;
- D. The bidding having been conducted in minimum increments of \$1,500;
- E. The successful bidder is liable to pay the full bid price and reimburse the Trustee the costs of the storage fees (described below) before the close of business on June 6, 2011, in which case he will become the "Purchaser" hereunder;
- F. If the successful bidder fails to timely pay the purchase price and within a reasonable time after the Trustee declares a default, the non-successful bidder shall be deemed to be the high bidder and must consummate the sale at the non-successful bidder's last bid. Once the non-successful bidder pays the last bid price to the Trustee, he shall become the "Purchaser" hereunder. In the event of a default by the successful bidder, the successful bidder shall be liable to the Estate under contract for the difference between the successful bid and the amount of the



non-successful bid collected from the non-successful bidder;

G. The Estate agrees to sell to the Purchaser all of its assets including, without limitation, two (2) sets of die for the inventory; a 2002 Truck; patent rights; inventory; trademark and other intellectual property rights except it does not sell the proceeds from the sale of wire racks trailers and other assets reflected by the docket entries in this case nor the proceeds of post-petition income that the Trustee has received, and the Estate retains no other assets.

H. The Purchaser shall pay the storage fees associated with the Estate's assets including, without limitation:

- i. Indemnification to the Trustee for storage fees paid in Washington State (which is at least of \$4,355.52);
- ii. Outstanding storage fees owed in Washington State of approximately \$5,400;
- iii. Outstanding storage fees of \$13,000 or more owed to an entity known as Fab Pro in the region of Baltimore, MD; and
- iv. Morse waives any potential claim he may have for administrative expenses against the Estate.

I. The Purchaser is responsible for all transportation costs and expenses associated with moving the assets of the Estate that he desires;

J. Morse acknowledges that all patent rights, trademark and other intellectual property rights, if any, in the Debtor's assets belong to the Debtor and are being sold as part of the assets of the Estate;

K. The parties will reasonably cooperate in the turnover of possession of the

assets sold to the Purchaser, and the parties agree to execute all documents reasonably necessary to transfer the assets of the estate to the Purchaser;

L. The non-Purchaser shall immediately resign any positions he holds in the Debtor. It is further

ORDERED, that the successful bidder at auction was Miller with a winning bid of \$41,500, and Morse's last bid was \$40,000; it is further

ORDERED, that the sale has been approved pursuant to 11 U.S.C. §363(a) since there were no liens on the assets of the Estate and 11 U.S.C. §105; and it is further

ORDERED, that Miller and Morse consented to the terms of this auction and the sale and waived any objections thereto; and it is further

ORDERED, that the Purchaser is afforded all of the protections afforded by 11 U.S.C. §363(m) of the Bankruptcy Code such that the reversal or modification on appeal of this Order shall not affect the validity of the sale pursuant to this Order to an entity that purchased the Merchandise sold pursuant hereto in good faith, whether or not such entity knew of the pendency of the appeal unless the sale was stayed pending appeal; and it is further

ORDERED, that the Trustee, after acquiring the entire purchase price, is authorized to execute all documents reasonably necessary to effectuate the terms of the suction sale and he may immediately consummate the sale absent any injunctive relief issued by this Court.

C:

James M. Hoffinan, Esq.  
Offit Kurman, P.A.  
4800 Montgomery Lane, Suite 900  
Bethesda, MD 20814

Michael G. Wolff, Trustee  
15245 Shady Grove Road, Suite 465  
Rockville, Maryland 20850

Office of the United States Trustee  
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Greenbelt, Maryland 20770

Richard H. Gins, Esquire  
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Bethesda, Maryland, 20814

Michael Morse  
1000 Gold Mine Road  
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Mark Roberts, Esq.  
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James Miller  
9401 5<sup>th</sup> Avenue  
Building 1B  
Gig Harbor, Washington 98332

Kathleen A. Morse, Esq.  
P.O. Box 2520  
Avon, CO 81620

And to all other creditors and parties in interest on the Court matrix

END OF ORDER

i:\j\hoffman\wolff\decklok\auction order.doc