

01-30-2002



101965430

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 1-23-02

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/29/2002 DBYRNE 00000147 75481432

01 FC:481 40.00 OP
02 FC:482 375.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/481,432"/>	<input type="text" value="75/559,215"/>	<input type="text"/>
<input type="text" value="75/629,017"/>	<input type="text" value="75/559,216"/>	<input type="text"/>
<input type="text" value="75/559,217"/>	<input type="text" value="75/559,245"/>	<input type="text"/>

<input type="text" value="2,128,571"/>	<input type="text" value="1,358,148"/>	<input type="text" value="2,486,494"/>
<input type="text" value="2,289,980"/>	<input type="text" value="763,167"/>	<input type="text" value="2,445,513"/>
<input type="text" value="2,255,536"/>	<input type="text" value="2,486,495"/>	<input type="text" value="2,474,772"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bryan H. Opalko

12/13/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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DBA/AKA/TA

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

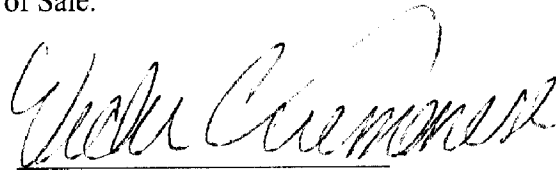
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CERTIFICATION

I hereby certify that the Bill of Sale from PNC Bank, National Association to American
Outpost, LLC is a true and exact copy of the original Bill of Sale.

12/14/01
Date


Vicki Cremonese
Vicki Cremonese
Notary Public

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that PNC Bank, National Association, with an address of Two PNC Plaza, 18th Floor, 620 Liberty Avenue, Pittsburgh, Pennsylvania 15222 (the "Seller"), pursuant to 13 Pa. C.S.A. § 9504, that certain Security Agreement dated May 1, 1996 as amended by that certain Amendment No. 1 to Security Agreement dated October 15, 1998 (collectively, the "Security Agreement"), and that certain Final Order Authorizing Use of Cash Collateral, Approving Terms of Post-Petition Financing, and Granting Senior Liens and Priority Administrative Expense dated April 12, 2000 and various amendments thereto (the "Financing Order"), for and in consideration of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) and other good and valuable consideration paid by American Outpost, LLC (the "Buyer"), the receipt and sufficiency of which the Seller hereby acknowledges, does hereby bargain, sell, transfer, assign and deliver certain personal property of Forman Enterprises, Inc., as set forth on the Schedule hereto (the "Property").


TO HAVE AND TO HOLD the said Property unto the Buyer, its successors and assigns, to and for its own proper use and benefit forever.

The Property is delivered and sold "AS IS - WHERE IS" and the Seller makes no warranty with respect thereto. **THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO THE BUYER, AND SPECIFICALLY EXCLUDED FROM THIS BILL OF SALE ARE THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, AND ANY WARRANTY PROVIDED FOR UNDER STATUTORY OR COMMON LAW OR THE UNIFORM COMMERCIAL CODE.** Buyer acknowledges that Buyer inspected the Property before accepting delivery of the Property. Buyer is relying only on the inspection of the Property made by Buyer and is not relying on any oral statement concerning the physical condition, quantity or value of the Property made by Seller or any written statement concerning the physical condition, quantity or value of the Property made to Buyer by Seller except for written statements contained in this Bill of Sale. Both Seller and Buyer are acting at arm's length to protect their own interests, and both Seller and Buyer has used its own independent business judgment concerning the sale and purchase of the Property. Buyer has completed to its satisfaction all investigations, inspections and tests which Buyer deems necessary in its sole discretion to determine, among other things, the condition of the Property.

The Property conveyed herein is conveyed pursuant to 13 Pa. C.S.A. § 9504 pertaining to the sale of collateral after default, and is a good faith arms length transaction between the Buyer and the Seller.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed by its duly authorized officer this 28th day of February, 2001.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: James M. Steffy
Title: Vice President
PNC Business Credit

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SCHEDULE TO BILL OF SALE

"Property" as defined in the Bill of Sale shall mean the following property of Forman Enterprises, Inc.:

All inventory, credits and deposits from vendors (suppliers), software licenses to the extent the Seller has a senior security interest therein and transfer is permitted under the license agreement, maintenance support contracts, unexpired service contracts, marketing materials, supplies and all intellectual property rights including, but not limited to, trademarks, trade-names including but not limited to American Outpost, web domain names, and all licenses and other permits necessary to operation of the businesses. Credits from vendors may be subject to set-off by the party holding the credit and may not be transferable. The Seller's interests in software may be subject to first and prior liens and the sale is subject to any such liens. The Property does not include cash, accounts, books, records, deposits (other than those with vendors), tax refunds, causes of action, including but not limited to the litigation commenced by Forman Enterprises, Inc. against At-Last, avoidance actions and any litigation against insiders and shareholders of Forman Enterprises, Inc. The Bank's interests in software may be subject to first and prior liens and the sale hereof is subject to any and all such liens.