

09-24-1998

FILED



100837748

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

END 9-21-98

1. Name of conveying party(ies):  
 Fleet Capital Corporation  
 Individual(s)                     Association  
 General Partnership             Limited  
 Corporation-State - RI      Partnership  
 Other:  
 Additional name(s) of conveying party(ies) attached?  
 Yes     No

3. Nature of conveyance:  
 Assignment                     Merger  
 Security Agreement         Change of Name  
 Other

Execution Date: June 12, 1998

2. Name and address of receiving party(ies):  
 Name: Hunter TBA, Inc  
 Internal Address: P.O. Box 12970  
 Street Address: 4650 N. Port Washington Road  
 City: Milwaukee State: WI Zip: 53212-0970  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State - WI  
 Other  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment) Additional names(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 See attached schedule

B. Trademark registration No.(s)  
 See attached schedule  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Rachel S. Jozefacki  
 Internal Address: Foley & Lardner  
 Street Address: 777 E. Wisconsin Avenue  
 City: Milwaukee State: WI Zip: 53202-5367

6. Total number of applications and registrations involved:.....[ 149 ]  
 7. Total fee (37 CFR 3.41): .....\$ 3740.00  
 Enclosed  
 Authorized to be charged to deposit account any fee deficiencies.  
 8. Deposit account number: 06-1447  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Rachel S. Jozefacki  
 Name of Person Signing

*Rachel S. Jozefacki*  
 Signature

9-21-98  
 Date

09/24/1998 SSMITH 00000026 112331

Total Number of pages including cover sheet: [ 7 ]

01 FC:481  
 02 FC:482

40.00 OP  
 3700.00 OP

TRADEMARK	REG. NO.
ATLAS	112,331
ATLAS	134,036
ATLAS	223,187
ATLAS	261,088
Tire with "ATLAS" inscribed	288,702
ATLAS	291,684
ATLAS	291,757
ATLAS	291,995
ATLAS	292,092
ATLAS	292,119
ATLAS	293,307
ATLAS	295,005
ATLAS	295,109
ATLAS	295,699
ATLAS	298,350
VANGUARD	298,767
Spark Plug w/ "ATLAS" inscribed	299,974
ATLAS	328,307
Picture of Globe	329,488
ATLAS	331,672
ATLAS	332,120
ATLAS LUG GRIP	339,872
ATLAS	346,800
ATLAS TIRE GRIP-SAFE SILENT TREAD (drawing) ✓	347,024
FROST GUARD	364,435
PERMA-GUARD	371,326
ATLAS	382,088
ATLAS SAFETY-FAST	396,483
ATLAS	427,151
ATLAS	434,307
ATLAS	506,651
ATLAS GRIP SAFE CUSHION-AIRE and "A" superimposed on globe	509,443
ATLAS	511,917
ATLAS	512,128
ATLAS	514,584
ATLAS	519,412
ATLAS	521,610
ATLAS	541,033
Globe with "A"	572,038

TRADEMARK	REG. NO.
ATLAS EZE-ON	573,549
ATLAS (drawing)	591,103
ATLAS	595,677
ATLAS	598,260
ATLAS POWER-DRIVE BELT	604,235
VICRON	605,169
ATLAS	608,566
ATLAS	615,355
ATLAS	615,375
ATLAS	616,462
ATLAS	623,423
ATLAS	625,140
ATLAS	627,759
ATLAS	631,211
ATLAS	631,933
ATLAS	632,061
PERMA-FUL	638,339
ATLAS	639,019
ATLAS	641,869
PERMA-FUL	642,030
ATLAS	642,612
ATLAS DUAL SERVICE	647,486
ATLAS	648,914
ATLAS	652,403
ATLAS	652,562
ATLAS	652,960
ATLAS	654,901
ATLAS	671,325
ATLAS	672,814
MICRONAL	676,324
TRICRON	688,768
ATLAS	705,130
ATLAS	706,660
PERMA-TRAC	711,859
SAFETY LIFT	714,652
ATLAS	718,884
PERMA-LIFE	721,494
ATLAS	729,390
ATLAS	740,480
ATLAS	750,052

TRADEMARK	REG. NO.
ATLAS BULLETIN	760,033
ATLAS	771,395
ATLAS	773,356
ATLAS	810,943
ATLAS	816,958
ATLAS	819,443
ATLAS	819,833
GOLDEN-AIRE	829,775
ATLAS	830,342
ATLAS	831,598
ATLAS	836,607
ATLAS	836,704
ATLAS	861,135
ATLAS	864,203
ATLAS	868,651
ATLAS	871,737
ATLAS	872,551
ATLAS	872,923
ATLAS	875,993
ATLAS	881,271
GOLDEN-TRAC	881,274
ATLAS	881,667
ATLAS	885,034
ECONO-POWER	887,061
ATLAS	887,067
ATLAS	900,190
ATLAS	901,103
ATLAS	905,125
ATLAS	919,278
ATLAS	965,981
ATLAS	967,492
ATLAS	970,495
ATLAS	984,919
ATLAS	987,714
ATLAS	992,818
SILVERAIRE	998,954
ATLAS LTD	1,021,033
ATLAS	1,035,594
WORRY-FREE	1,042,177
ATLAS	1,063,818

TRADEMARK	REG. NO.
MACSTRUT	1,063,819
COMFORT GUARD	1,063,820
ATLAS	1,072,618
ANALOG	1,083,285
ATLAS	1,083,444
Picture of Globe with "A"	1,103,021
START FAST	1,103,762
SEASONAIRE	1,124,709
BIG TRAIL	1,142,450
ATLAS	1,150,802
BIG TRAIL	1,176,046
SILVERTRAC	1,180,044
ATLAS XII	1,207,138
ATLAS	1,210,244
DIGITRON	1,230,899
SMOOTH RIDER	1,234,510
PINNACLE	1,240,212
ATLAS	1,304,610
ATLAS	1,386,730
ATLAS	1,393,960
ATLAS	1,399,406
ATLAS	1,450,472
COLDEX	1,451,618
PERMA-LIFE	1,451,619
ATLAS A/R RADIAL	1,480,737
ATLAS	1,506,952
PINNACLE SE	1,538,095
ATLAS	1,593,955
<b>TRADEMARK APPLICATIONS</b>	<b>SERIAL NUMBERS</b>
ACCU-TEMP	Serial No. 74/684,495
QUICKFIT	Serial No. 74/726,564

## BILL OF SALE AND ASSIGNMENT

WHEREAS, Atlas Supply Company, a Delaware corporation ("Atlas") is indebted to Fleet Capital Corporation, a Rhode Island corporation ("Fleet"), pursuant to the terms of that certain Loan and Security Agreement dated May 14, 1997 (the "Credit Agreement"); and

WHEREAS, Atlas has defaulted under the terms of the Credit Agreement and Fleet has conducted a private foreclosure sale of its collateral consisting of the "Assets" (as defined below) pursuant to Section 9.504 of the Texas Business and Commerce Code, Section 1309.47 of the Ohio Revised Code, Section 11-9-504 of the Code of Georgia, and Section 9504 of the California Code; and

WHEREAS, Fleet and Hunter TBA, Inc., a Wisconsin corporation ("Hunter"), have entered into that certain Asset Purchase Agreement, dated as of May 28, 1998 (the "Agreement") and Hunter purchased such Assets from Fleet as secured party at such private sale pursuant to the Agreement. Capitalized terms used herein that are not otherwise defined have the meanings given to such terms in the Agreement.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fleet as secured party does hereby grant, bargain, sell, assign and convey unto Hunter, its successors and assigns, the following described assets (the "Assets"):

1. All of Atlas' inventory currently located in the GATX warehouses in Atlanta, Georgia; Mira Loma, California; and Elk Grove, California and in the Traeger warehouse in Columbus, Ohio, including but not limited to, all goods intended for sale or lease by Atlas, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Atlas' business;
2. All office furniture and equipment from the Atlas office in Atlanta, Georgia;
3. All general intangibles of Atlas now owned by Atlas, including (if any) all choses in action, causes of action, inventions, blueprints, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, service marks, goodwill, brand names, copyrights, registrations, licenses, franchises, and customer lists; and
4. All accounts receivable of Atlas together with the computer equipment which was used to process information regarding such accounts and the books and records relating to such accounts.

Fleet warrants that Hunter shall receive good and marketable title to all of the Assets conveyed hereby.

NOTWITHSTANDING THE FOREGOING, HOWEVER, THE ASSETS CONVEYED HEREUNDER ARE CONVEYED TO HUNTER "AS IS, WHERE IS," AND FLEET DOES NOT WARRANT THE MERCHANTABILITY, QUANTITY (EXCEPT AS PROVIDED IN THE AGREEMENT), QUALITY, CONDITION, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER OF SUCH ASSETS EXCEPT AS PROVIDED IN THE AGREEMENT, AND SHALL BE UNDER NO OBLIGATIONS WHATSOEVER TO UNDERTAKE ANY REPAIRS, ALTERATIONS OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF SUCH ASSETS.

By acceptance of this Bill of Sale and Assignment, Hunter acknowledges that its opportunity for inspection and investigation of such Assets heretofore afforded by Fleet has been adequate to enable Hunter to make its own determination with respect to the merchantability, quantity (except as provided in the Agreement), quality, condition, suitability, and fitness for any particular purpose of such Assets. Hunter also acknowledges by its acceptance of this Bill of Sale and Assignment that Fleet is neither a manufacturer nor distributor of, nor dealer or merchant in, the Assets.

This Bill of Sale and Assignment is binding upon and inures to the benefit of Fleet and its successors and assigns, and Hunter and its successors and assigns. Nothing contained in this Bill of Sale and Assignment will be deemed to supersede, modify, limit or amend any of the rights or obligations of Fleet or Hunter under the Agreement.

IN WITNESS WHEREOF, Fleet has caused this Bill of Sale and Assignment to be executed on its behalf on the 12 day of June, 1998.

FLEET CAPITAL CORPORATION



By: H. Michael Wills

Its: Senior Vice President

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO  
JACKSONVILLE  
LOS ANGELES  
MADISON  
MILWAUKEE  
ORLANDO  
SACRAMENTO

FIRSTAR CENTER  
777 EAST WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53202-5367  
TELEPHONE (414) 271-2400  
FACSIMILE (414) 297-4900

SAN DIEGO  
SAN FRANCISCO  
TALLAHASSEE  
TAMPA  
WASHINGTON, D.C.  
WEST PALM BEACH

WRITER'S DIRECT LINE  
414-297-5723

EMAIL ADDRESS  
rmckenna@foleylaw.com

CLIENT/MATTER NUMBER  
78742/155

September 21, 1998

**BOX ASSIGNMENT**  
Assistant Commissioner  
for Patents  
Washington, D.C. 20231

Re: Bill of Sale and Assignment from Fleet Capital Corporation to  
Hunter TBA, Inc.  
Our Ref. No. 061500/0101

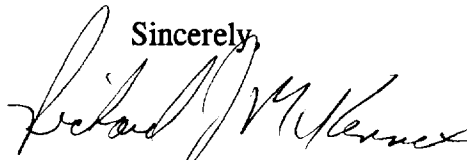
Honorable Sir:

Enclosed for filing is the following:

- a. Bill of Sale and Assignment from Atlas Supply Company to Fleet Capital Corporation and from Fleet Capital Corporation to Hunter TBA, Inc. and Schedule of Trademarks
- b. Recordation form cover sheet
- c. Filing fee of \$3740.00. Should there be a deficiency in the fee enclosed, please charge our deposit account (06-1447) for the difference.

Please stamp and date the enclosed post card to acknowledge receipt of the above materials and return it to us.

Sincerely,



Richard J. McKenna

Enclosure(s)



**CERTIFICATE OF MAILING BY EXPRESS MAIL**

DATE 9/21/98

EXPRESS MAIL NO. TB 636060535 US

I hereby certify that the above-identified Bill of Sale and Assignment, pursuant to 37 CFR 1.10, is being deposited as "Express Mail" this date with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Trademarks, BOX ASSIGNMENT, Washington, D.C. 20231

By: Jammi McCarley  
Signature of person depositing Express Mail