

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



01-13-2000

U.S. Patent & TMO/c/TM Mail Rpt Dt. #22

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

02-08-2000



101261965

### 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
- 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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
02/03/97

Name

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

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.)

Citizenship/State of Incorporation/Organization

02/08/2000 DNGUYEN 00000041 152969

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
275.00 DP

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

TRADEMARK  
REEL: 002017 FRAME: 0755

**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

(312) 201-4000

Name

Oscar L. Alcantara

Address (line 1)

Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd.

Address (line 2)

55 East Monroe Street

Address (line 3)

Suite 3700

Address (line 4)

Chicago, Illinois 60603

**Pages**

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

#

4

**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)**

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1529696	1530323	1530324
1530804	1551495	1570354
1561535	1971969	1530321

**Number of Properties**

Enter the total number of properties involved.

#

12

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

315.00

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.

Oscar L. Alcantara

Name of Person Signing

Signature

1/4/2000

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**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

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

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**Trademark Application Number(s)**

**Registration Number(s)**

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1531443	1531447	1560826
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**BILL OF SALE**  
**[All Other Property]**

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Circle Fine Art Corporation of Illinois ("Seller"), an Illinois corporation and debtor-in-possession in Case No. 96 B 3334 in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Case"), for itself and on behalf of its bankruptcy estate, hereby sells, transfers, conveys, delivers, assigns and sets over to Standard Chartered Bank, its successors and assigns ("Grantee") all of its right, title and interest in and to all tangible and intangible personal property owned by Seller or used in connection with the operation of its business, including, without limitation, all goods, accounts, instruments, documents, notes, claims, choses in action, contract rights, general intangibles (including, without limitation, goodwill, tax refunds, copyrights, trademarks, trademark applications, trade styles, trade names, patents and patent applications), securities (other than stock in its subsidiaries), chattel paper, credits, license agreements, goods held for investment purposes, leases (with respect to both real and personal property), demands, security deposits, bank accounts, furniture, fixtures, tools, dies, molds, jigs, blueprints, customer lists, motor vehicles, inventory, machinery and equipment and the proceeds (including any insurance proceeds), products and accessions of and to any of the foregoing, and all books and records pertaining to all of the foregoing, excluding, however, any and all inventory, machinery, equipment and other personal property of Seller transferred to Grantee pursuant to certain separate bills of sale each dated as of June 14, 1996. To the best of Seller's knowledge after due inquiry, the personal property conveyed hereby is owned by Seller free and clear of all liens, claims, encumbrances and security interests other than such liens and security interests in favor of Grantee.

Notwithstanding the foregoing, for so long as the Case is pending, this Bill of Sale shall not be effective to transfer to Grantee the rights of Seller in and to any "executory contract" within the meaning of Section 365 of the United States Bankruptcy Code, unless and until so ordered by the court in the Case.

Nothing contained herein shall operate so as to waive, modify or impair any covenants, agreements, representations or warranties of Seller in favor of Grantee under any other document or instrument, all of which shall survive the execution and delivery of this instrument. The interests of Grantee in and to the personal property conveyed hereby shall not merge with the interests of Grantee under any of its loan documents with Seller.

This Bill of Sale shall not be effective until transfer of the property is, at any time and from time to time, accepted in writing by Grantee pursuant to the form of the acceptance attached hereto as Exhibit 1, and in that event, shall be effective only as to the property described as being accepted at such time or times as reflected in the schedules attached hereto.

IN WITNESS WHEREOF, Seller hereto has caused this Bill of Sale to be executed as of this 14<sup>th</sup> day of June, 1996.

CIRCLE FINE ART CORPORATION OF  
ILLINOIS, debtor and debtor in possession, for itself  
and on behalf of its bankruptcy estate

By [Signature]  
Its OFFICER

The undersigned grantee hereby agrees that, in the event of breach by Seller of its representations contained in such Bill of Sale, it shall not assert liability personally against the individual making such representations on behalf of Seller except in the case of fraud.


STANDARD CHARTERED BANK

By [Signature]  
Its CREDIT SERVICES OFFICER

## ACCEPTANCE

This Acceptance is executed by Standard Chartered Bank pursuant to a certain Bill of Sale dated as of June 14, 1996, which was executed by Circle Fine Art Corporation of Illinois in favor of Standard Chartered Bank, its successors and assigns. This Acceptance pertains solely to the property described on Exhibit A hereto as amended from time to time. In the event that the property described on Exhibit A hereto includes any "executory contract" within the meaning of Section 365 of the United States Bankruptcy Code, this Acceptance shall not be effective until so ordered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, in case number 96 B 3334.

STANDARD                  CHARTERED                  BANK

By   
Its SPECIAL ASSETS MANAGER

**EXHIBIT A TO:  
BILL OF SALE [All Other Property]**

1. All right, title and interest of Circle Fine Art Corporation of Illinois ("Seller") in and to all tangible and intangible personal property owned by Seller or used in connection with the operation of its business, including, without limitation, all goods, accounts, instruments, documents, notes, claims, choses in action, contract rights, general intangibles (including, without limitation, goodwill, tax refunds, copyrights, trademarks, trademark applications, trade styles, trade names, patents and patent applications), securities (other than stock in its subsidiaries), chattel paper, credits, license agreements, goods held for investment purposes, leases (with respect to both real and personal property), demands, security deposits, bank accounts, furniture, fixtures, tools, dies, molds, jigs, blueprints, customer lists, motor vehicles, inventory, machinery and equipment and the proceeds (including any insurance proceeds), products and accessions of and to any of the foregoing, and all books and records pertaining to all of the foregoing, excluding, however, any and all inventory, machinery, equipment and other personal property of Seller transferred to Standard Chartered Bank ("SCB") pursuant to certain separate bills of sale each dated as of June 14, 1996.

2. All such finished goods which are coded with "C", "K" or an "S" on that certain "Summary Stock Report" dated May 3, 1996, and attached to that certain Bill of Sale [Designated Inventory] dated June 14, 1996 (the "Designated Inventory Bill of Sale"), executed by Seller in favor of SCB, except for such finished goods which, by agreement with SCB and the relevant alleged consignor, have been transferred by Seller to such alleged consignor, and except for allegedly consigned goods relating to artwork by the following artists: (a) Peter Max, (b) Judith Bledsoe, (c) Marcel Salinas, (d) Renee Gruau, (e) Walter Barrientos and (f) Serge Medjinsky.

3. All jewelry inventory and models.

4. All animation, books, comic art classics, limited editions, photographs, posters and sericels listed under Paragraph 3 of Exhibit "A" attached to the Designated Inventory Bill of Sale.