

04/13/2009
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TRIATEK

Form PTO-1594 (Rev. 01-09)
OMB Collection 0851-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Neil Gordon, as and only as, Trustee in Bankruptcy for the Estate of Triatek, Inc Debtor

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Trustee in Bankruptcy

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Triatek Holdings, LLC
 Internal Address: _____
 Street Address: 4487 Park Dr.
 City: Norcross
 State: GA
 Country: USA Zip: 30093

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship US - Georgia
 Other _____ Citizenship _____

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)

3. Nature of conveyance (Execution Date(s) :
 Execution Date(s) 10-15-09

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) Reg No 2,240,382

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Triatek

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James E. Hall
 Internal Address: Triatek LLC
 Street Address: 2150 Boggs Road
Suite 400
 City: Duluth
 State: GA ZIP: 30096
 Phone Number: 770-242-1922
 Fax Number: 770-242-1944
 Email Address: jam.hall@triatek.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature: James E. Hall 3-21-09
 Signature Date

JAMES E. HALL
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1468, Alexandria, VA 22313-1468

COPY \$40.00 2240382

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is executed and entered into as of October 15, 2008, by and between Neil C. Gordon, as, and only as, Trustee in Bankruptcy for the Estate of Triatek, Inc., Debtor ("Assignor"), and Triatek Holdings, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the following trademarks (the "Trademarks"):

Word Mark:	TRIATEK
Serial No.:	75362985
Filing Date:	September 25, 1997
Register:	Principal
Register No.:	2240382
Mark Type:	Typed Drawing
Current Filing Basis:	Sect. 1(a)

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated September 23, 2008 (the "Agreement"), between Assignor and Assignee, pursuant to which, among other things, Assignor has agreed to assign and sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets of Assignor, including the Trademarks, free and clear of all liens and encumbrances;

NOW, THEREFORE, in accordance with the Agreement, Assignor does hereby assign, transfer and convey to Assignee all of Assignor's rights, title or interest in the Trademarks and their registration (or application therefor), together with all of the goodwill of Assignor's business related to, associated with, connected with the use of or symbolized by the Trademarks.

[Signature page follows.]

ASSIGNOR:

Neil C. Gordon, and only as, Trustee in
Bankruptcy for the Estate of Triatek, Inc., Debtor

ASSIGNEE:

TRIATEK HOLDINGS, LLC

By:

James Hall
Managing member, 12/15/08

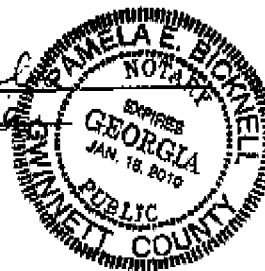
THE STATE OF Georgia

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COUNTY OF Fulton

This instrument was acknowledged before me on the 15th day of October,
2008, by Neil C. Gordon as Trustee of Triatek, Inc., a _____,
known to me to be the person who executed this Assignment in the
capacity and for the purposes therein stated.

Pamela E. Bicknell
Notary Public, State of Georgia



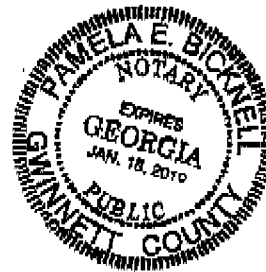
THE STATE OF Georgia

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COUNTY OF Fulton

This instrument was acknowledged before me on the 15th day of October,
2008, by James Hall Managing member of Triatek Holdings LLC, a _____,
known to me to be the person who executed this Assignment in the
capacity and for the purposes therein stated.

Pamela E. Bicknell
Notary Public, State of Georgia



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Neil C. Gordon, as, and only as, Trustee in Bankruptcy for the Estate of Triatek, Inc., Debtor ("Seller"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer and deliver unto Triatek Holdings, LLC ("Buyer"), all of Seller's right, title and interest in and to all of the following assets (collectively, the "Acquired Assets"):

1. All Seller's intellectual property and goodwill, including the name "Triatek" and all names used for marketing products of Seller, phone numbers, email addresses and domain names, patents, trademarks, manufacturing know-how, trade secrets, customer lists, customer files, sales and manufacturing records, and general intangibles, including without limitation Seller's Internet Domain name and website, www.triatek.com.

2. All Seller's tangible personal property, including all furniture and fixtures.

3. All Seller's accounts receivable.

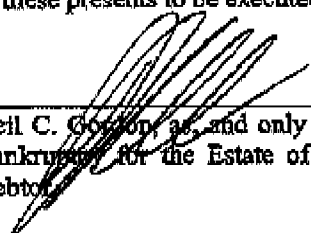
TO HAVE AND TO HOLD same unto Buyer, its successors and assigns, forever.

Except as otherwise disclosed in the Asset Purchase Agreement (defined below) and subject to Bankruptcy Court approval, Seller, for itself, its successors and assigns, covenants and warrants to Buyer, its successors and assigns, that Seller has good and marketable title to the Assets, free and clear of all liens, claims, restrictions and Encumbrances.

The covenants, representations and warranties contained in that certain Asset Purchase Agreement dated 9/23/08 (the "Asset Purchase Agreement"), by and between Seller and Buyer are fully incorporated herein and shall survive execution of this Bill of Sale.

Capitalized terms used but not defined in this Bill of Sale shall have the same meanings given them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused these presents to be executed this 15th day of October, 2008.



Neil C. Gordon, as, and only as, Trustee in Bankruptcy for the Estate of Triatek, Inc., Debtor.