

06-07-1999



SHEET

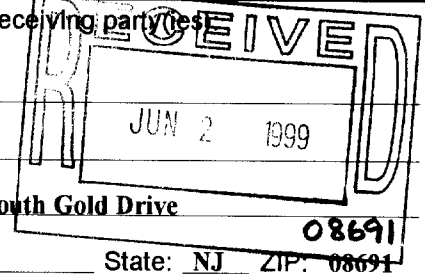
1/1

Docket No.:

T-23138 USA

Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

Ice Cap Holdings, Inc.

6.2.99

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: IceCap, Inc.

Internal Address:

Street Address: 9-B South Gold Drive

City: Hamilton State: NJ ZIP: 08691

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Jersey
- 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 name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 22, 1997

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,774,098

Additional numbers attached? Yes No

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

Name: Stephen J. Driscoll

Internal Address: Synnestvedt & Lechner LLP

Street Address: 2600 Aramark Tower

1101 Market Street

City: Philadelphia State: PA ZIP: 19107

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-5425

06/04/1999 MTHAI1 00000180 1774098

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

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.

Stephen J. Driscoll

Name of Person Signing

Stephen J. Driscoll

Signature

June 1, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK

REEL: 001907 FRAME: 0599

ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

This Assignment, Bill of Sale and Assumption Agreement is made and delivered on July 22, 1997 from ICECAP HOLDINGS, INC., a Delaware corporation ("IHI"), and ICECAP INDUSTRIES, INC., a New Jersey corporation ("III") (together, the "Assignors", individually, the "Assignor") to ICECAP, INC., a New Jersey corporation (the "Company") to wit:

WHEREAS, pursuant to the terms and provisions of an Asset Purchase Agreement dated the date hereof (the "Agreement"), by and between Assignors and Company, Assignors have agreed to sell, assign, convey, transfer and deliver to Company, and Company has agreed to purchase and acquire substantially all the assets of Assignors business;

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

X 1. Assignor, by this presence does hereby sell, assign, transfer and convey unto Company and its successors and assigns, forever, the following Assets (as such term is defined in the Agreement):

(a) All machinery, equipment and furniture listed on Exhibit 1(a)(i) attached hereto;

(b) All inventories of raw materials, work in process and finished goods as of July 14, 1997 and listed on Exhibit 1(a)(ii) attached hereto, less any sales of not more than fifty (50) units of ballast inventory sold subsequent to July 14, 1997; and

X (c) All letters of patent, trademarks and trade names listed on Exhibit 1(a)(iii) attached hereto.

To have and to hold the foregoing business and assets unto Company, its successors and assigns, to and for its use forever.

2. Assumed Liabilities. Company hereby assumes effective as of the date first above written the obligations and liabilities of Assignors for (i) the open purchase orders relating to the business of Assignors listed on Exhibit 2(a) attached hereto, (ii) ongoing warranty obligations for prior sales of products relating to the business of Assignors, (iii) the equipment leases listed on Exhibit 2(b) attached hereto, and (iii) those accounts payable to creditors, as listed on Exhibit 2(c) attached hereto.

SCHEDULE OF TRADEMARKS

United States of America

Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CLEVER	1,758,088	3/16/93
ICECAP	1,774,098	6/ 1/93
ICECAP EXPRESS	1,694,893	6/16/92

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ICECAP ENERGY IS OUR SAVINGS & design	74-405,414	6/24/93

Canada

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ICECAP	732047	7/29/93
ICECAP ENERGY IS OUR SAVINGS & design	732068	7/29/93

Assignors covenant that they shall, from time to time, make, execute and deliver such instruments, consents and assurances as Company may reasonably require to more effectively convey and vest in Company the assets being sold, assigned and transferred hereunder.

[The remainder of this page has been intentionally left blank]