

RE

06-18-2002



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To the Honorable Commissioner of Pat

original documents or copy thereof.

DOCUMENT ID NO.: 10194045b

1. Name of conveying party(ies)
Oxmoor Corporation

6-11-02

Individuals Association
 General Partnership Limited Partnership
 Corporation - State - Alabama corporation
 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:

2. Name and address of receiving party(ies):

Name: Sonics Associates, Inc.
Internal Address: _____
Street Address: 2111 Parkway Office Circle
City Birmingham State Alabama Zip 35244
Individual(s) citizenship _____
Association _____
General Partnership _____
Limited Partnership _____
Corporation - State Alabama
Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution ate of the application is _____

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,639,343

Additional numbers attached? Yes No

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

Name: Gregory M. Howison
Internal Address: Howison, Thoma & Arnott, L.L.P.
P.O. Box 741715
City Dallas State TX Zip 75374-1715

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number: 20-0780/OXMO-19,106
(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.

Gregory M. Howison
Name of Person Signing

[Signature]
Signature

5/30/02
Date

Total number of pages comprising cover sheet: _____

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 002526 FRAME: 0372

BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale"), is dated as of December 29, 1999 by and between Sonics Associates, Inc., an Alabama corporation ("Buyer") and Oxmoor Corporation, an Alabama corporation ("Seller").

RECITALS

- A. Seller is a wholly-owned subsidiary of Buyer.
- B. Seller desires to execute and deliver this Bill of Sale to the Buyer for the purpose of transferring to and vesting in Buyer title to 100 % of its assets.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Seller hereby sells, transfers, assigns and vests in Buyer, its successors and assigns forever, all of its right, title and interest in and to 100% of its assets (the "Acquired Assets").
2. Seller hereby constitutes and appoints Buyer, its successors and assigns, as Seller's true and lawful attorney, with full power of substitution, in Seller's names and steads, on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Acquired Assets and to give receipts and releases for and in respect of the Acquired Assets, or any part thereof, and from time to time to institute and prosecute in the Seller's names, at the sole expense and for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors and assigns, may reasonably deem necessary for the collection or reduction to possession of any of the Acquired Assets.
3. Seller hereby covenants that, from time to time after the delivery of this instrument, it will do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of (i) accomplishing the purposes of this Bill of Sale and (ii) assuring and confirming unto the other parties the validity of any documents of conveyance.
4. This Bill of Sale shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Nothing in this Bill of Sale shall be deemed to create or imply any right or benefit in any person other than Buyer or Seller, or their respective successors and assigns.

5. This Bill of Sale shall be governed and enforced in accordance with the laws of the State of Alabama.

6. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7. This Bill of Sale may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, this Bill of Sale has been executed under seal as of the day and year first written above.

BUYER:

SONICS ASSOCIATES, INC.
an Alabama corporation

By: [Signature]

Name:
Title:

By: [Signature]

Name:
Title:

SELLER:

OXMOOR CORPORATION
an Alabama corporation

By: [Signature]

Name:
Title:

By: [Signature]

Name:
Title:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), is dated as of December 27, 1999 by and between Sonics Associates, Inc., an Alabama corporation ("Assignee") and Oxmoor Corporation, an Alabama corporation ("Assignor").

RECITALS

- A. Assignor is a wholly-owned subsidiary of Assignee.
- B. Assignor desires to execute and deliver this Assignment and Assumption Agreement to the Assignee for the purpose of transferring to the Assignee all of Assignor's assets and for the purpose of transferring to the Assignee all liabilities of Assignor.

AGREEMENT

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

1. Assignor hereby conveys, sells, assigns and transfers to Assignee all of Assignor's right, title and interest in all of its contracts.
2. Assignee hereby assumes all of Assignor's outstanding liabilities and shall pay or otherwise discharge, or shall consent in good faith to pay or discharge, all such liabilities when and as the same shall become due and payable or dischargeable to the extent such liabilities are, as a matter of fact and law, due and payable or dischargeable.
3. Assignor hereby covenants that from time to time after the delivery of this instrument that it will do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of accomplishing the purposes of this Assignment.
4. This Assignment shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
5. This Assignment shall be governed and enforced in accordance with the laws of the State of Alabama.
6. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. This Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNEE:

SONICS ASSOCIATES, INC.
an Alabama corporation

By: [Signature]

Name:

Title:

By: [Signature]

Name:

Title:

ASSIGNOR:

OXMOOR CORPORATION
an Alabama corporation

By: [Signature]

Name:

Title:

By: [Signature]

Name:

Title:

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**RESOLUTION OF THE SOLE STOCKHOLDER OF
OXMOOR CORPORATION
an Alabama corporation**

The undersigned, being the sole stockholder (the "Stockholder") of Oxmoor Corporation (the "Company") hereby takes the following actions and adopts the following recitals and resolutions, effective as of December 29, 1999:

LIQUIDATION OF THE COMPANY

WHEREAS, the Stockholder is in receipt of a Unanimous Written Consent of the Board of Directors of the Company recommending that the Stockholder elect to liquidate the Company under Internal Revenue Code Section 332 (the "Liquidation"); and

WHEREAS, the Stockholder has reviewed the Unanimous Written Consent of the Board of Directors of the Company and agrees that the Liquidation is in the best interest of the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Stockholder hereby approves the Liquidation of the Company;

FURTHER RESOLVED, that the directors and officers of the Company be, and each of them acting alone hereby is, authorized and empowered and directed to execute, deliver, record and/or file all documents and instruments and to do all other acts as may be required, appropriate or necessary to carry out and perform the Liquidation, including, but not limited to, conducting an appraisal of all assets to be distributed pursuant to the Liquidation; and

FURTHER RESOLVED, that the directors and officers of the Company be, and each of them acting alone hereby is, authorized and empowered to execute and to pay or cause to be paid any fees and expenses in connection with the Liquidation.

GENERAL

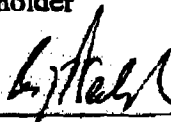
FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Stockholder in connection with the actions contemplated by the foregoing resolutions be, and the same hereby are, adopted, and the Secretary or any Assistant Secretary of the Company is hereby authorized to certify as to the adoption of any and all such resolutions;

FURTHER RESOLVED, that all actions heretofore taken by any officer or director of the Company in connection with or otherwise in contemplation of the transactions contemplated by the foregoing resolutions be, and the same hereby are ratified, confirmed and approved.

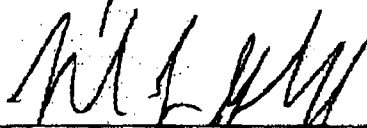
IN WITNESS WHEREOF, each of the undersigned, constituting all of the directors of the Company, has hereunto executed this written consent as of the date first written above.

SONICS ASSOCIATES, INC.

Sole stockholder



By: _____



By: _____

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