

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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)/Execution Date(s):

Park Place Management, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio

Execution Date(s) January 20, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CP-Cleveland Holdings, LLC

Internal

Address:

Street Address: c/o 250 W. Court St., Suite

City: Cincinnati 200E

State: Ohio

Country: USA Zip: 45202

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Ohio
- 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)

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)

1,619,088

Additional sheet(s) attached? Yes No

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

PARK PLACE

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

Name: Kurt L. Grossman

Internal Address: Wood, Herron & Evans, LLP

Street Address: 2700 Carew Tower
441 Vine Street

City: Cincinnati

State: Ohio Zip: 45202-2917

Phone Number: 513-241-2324

Fax Number: 513-241-6234

Email Address: kgrossman@uspatent.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 by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-3000

Authorized User Name Kurt L. Grossman

9. Signature:

Signature

October 26, 2004

Date

Kurt L. Grossman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 233000 1619088

Confirmation of Assignment of Servicemarks

By virtue of a Bill of Sale executed on January 20, 2004, a copy of which is attached hereto as Exhibit A, Park Place Management, Inc., an Ohio corporation ("PPMI") sold and transferred to CP-Cleveland Holdings, LLC, an Ohio Limited Liability Corporation ("CP") its parking lot and garage business, including intangible property related thereto. By this Confirmation of Assignment, PPMI confirms that the intangible property sold and transferred to CP by the aforesaid Bill of Sale included, but was not limited to, the servicemark PARK PLACE and U.S. Reg. No. 1,619,088 therefor, and all variants of said mark (collectively "the PARK PLACE marks"), together with the goodwill of the business symbolized by the PARK PLACE marks, including the right to recover for past infringements thereof.

IN WITNESS WHEREOF, Park Place Management, Inc. has executed this Confirmation of Assignment as of the 21st day of October 2004.

Park Place Management, Inc.

By: SA S Sues
Steven G. Sues, President

State of Ohio)
County of Cuyahoga) ss.

The foregoing was subscribed and sworn to before me this 21st day of October, 2004, by Steven G. Sues, as President of Park Place Management, Inc.

Witness my hand and official seal.

(Notarial Seal)

Charlotte R Huff
NOTARY PUBLIC
My Commission Expires _____

CHARLOTTE R. HUFF, NOTARY PUBLIC
State of Ohio
My Commission Expires January 15, 2008

Execution Copy

BILL OF SALE

Pursuant to Section 4.2.1 of that certain Asset Purchase Agreement, dated as of December 8, 2003, (the "**Purchase Agreement**"), by and among WHM MANAGEMENT SERVICES, INC., an Ohio corporation, PARK PLACE MANAGEMENT, INC., an Ohio corporation, PARK PLACE, INC., an Ohio corporation, OVER-FLO LOT, INCORPORATED, an Ohio corporation, and THE PARK PLACE COMPANIES, INC., an Ohio corporation (collectively, "**Sellers**"), and CP-CLEVELAND HOLDINGS, LLC ("**Buyer**"), and for good and valuable consideration, the receipt and sufficiency of which Sellers hereby expressly acknowledge, Sellers hereby sell, transfer, assign, convey and deliver to Buyer, free and clear of all Encumbrances, all of Sellers' right, title and interest in and to all of the real, personal, tangible and intangible property or assets of every kind and description owned, leased, licensed, used, developed for use or intended for use in the conduct of and related to Sellers' business of owning, maintaining, marketing and operating certain vehicle parking lots and garages located near Cleveland Hopkins International Airport, wherever located, including, without limitation, all of Sellers' right, title and interest in, to and under the property and assets listed on **Schedule 1** attached hereto (the "**Purchased Assets**"). Notwithstanding any provision contained herein to the contrary, the Purchased Assets shall not include, and Sellers shall not sell, transfer, assign, convey or deliver to Buyer, Sellers' right, title or interest in, to and under the assets set forth on **Schedule 2** attached hereto.

Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Purchase Agreement.

Notwithstanding anything to the contrary herein, Sellers are executing and delivering this Bill of Sale in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the exclusions set forth in Sections 2.2 and 2.4 of the Agreement and the acknowledgement set forth in Section 5.4 thereof).


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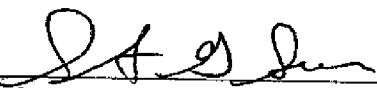
*Signature Page to
Bill of Sale*

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale as of the 20 day of January, 2004.

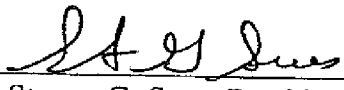
WHM Management Services, Inc.

By: 
Steven G. Sues, President

Park Place, Inc.

By: 
Steven G. Sues, President


Park Place Management, Inc.

By: 
Steven G. Sues, President

Over-Flo Lot, Incorporated

By: 
Steven G. Sues, President

The Park Place Companies, Inc.

By: 
Steven G. Sues, President

*Schedule I to
Bill of Sale*

SCHEDULE I

The Purchased Assets, including, without limitation, all of Sellers' right, title and interest in, to, and under all of the following:

- a) any and all tangible personal property related to the Business, the Purchased Assets or the Assumed Liabilities, including, without limitation, any and all equipment, machinery, tools, dies, cranes, fixtures, vehicles, compressors, computers, terminals, computer equipment and systems, furniture, office equipment, business machines, telephones and telephone systems, parts, accessories, and other tangible personal property, used in the Business wherever located, whether leased, licensed or owned, and any and all assignable warranties of third parties with respect thereto, in each case, free and clear of all mortgages, liens, claims (including, without limitation, claims of title or ownership), security interests, easements, covenants, restrictions or other encumbrances;
- b) all of the Accounts Receivable as of the Closing Date, except Intercompany Debt;
- c) any and all prepaid expenses, prepaid deposits, retainers, customer deposits and security deposits relating to the Business, the Purchased Assets and the Assumed Liabilities;
- d) the Assumed Agreements, subject to the entry of a Final Order of the Bankruptcy Court in a form satisfactory to Buyer in its good faith discretion authorizing and directing the assumption and assignment of the Assumed Agreements;
- e) any and all confidentiality, noncompetition or nondisclosure agreements executed by vendors, suppliers or employees of Sellers or other third parties, or otherwise executed in favor of Sellers, in each case, relating to the Business, the Purchased Assets or the Assumed Liabilities;
- f) except as set forth in Section 2.2.3 of the Purchase Agreement and to the extent permitted by law, any and all employee records, books, accounts, files, correspondence, credit and sales records, supplier lists, import and export records, product service records, equipment and parts lists, operating records, operating, safety and maintenance manuals, engineering design plans, blueprints and as-built plans, specifications, engineering drawings, procedures and similar items of Sellers relating specifically to the Business, the Purchased Assets or the Assumed Liabilities, including, without limitation, books of account, all customer lists, billing records and other customer correspondence relating to the Business, any confidential information reduced to writing, general health and safety information, environmental compliance and regulatory information, research and development records and reports, all regulatory filings and other books and records in connection with the operation of the Business;
- g) any and all existing and potential rights, claims or causes of action of Sellers against third parties, arising in the ordinary course of business out of transactions occurring

*Schedule I to
Bill of Sale*

prior to the Closing Date and relating to the Purchased Assets, the operation of the Business or the Assumed Liabilities;

- h) any and all Intellectual Property Rights owned by, issued to or licensed to Sellers or otherwise used in the Business, together with all related income, royalties, damages and payments due or payable after the Closing (including damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property Rights;
- i) any and all data, data bases, books, records, correspondence, business plans and projections, records of sales, customer and vendor lists, files, papers used in (or for the benefit of) the Business;
- j) any and all Permits that are assignable to Buyer;
- k) the Real Property free and clear of all encumbrances;
- l) the telephone numbers and post office boxes used by the Business;
- m) any and all goodwill associated with the Business; and
- n) original copies of all environmental reports issued to Sellers or its agents including, without limitation, the Phase I Environmental Property Assessment and Phase II Environmental Property Assessment and related reports prepared by Hull & Associates for the Real Property (collectively, the "Hull Reports"), including a customary reliance letter issued by Hull & Associates to Buyer indicating that Buyer and its lenders are specifically permitted to use and rely upon the Hull Reports subject to the terms and limitations set forth in the Hull Reports.

*Schedule 2 to
Bill of Sale*

SCHEDULE 2

Sellers shall not sell, convey, assign, transfer or deliver to Buyer the following assets of Sellers:

- a) except for any customer deposits as set forth in Section 2.1.3 of the Purchase Agreement, any and all cash (including all cash residing in any collateral cash account securing any obligation or contingent obligation), cash equivalents and bank deposits related to the Business on the Closing Date;
- b) any and all equity interests issued by Sellers;
- c) Sellers' corporate charters, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of each of Sellers as a corporation and all books and records of Sellers relating to or directly associated with Sellers' institutional financing activities and their acquisition of the Business;
- d) all of the agreements, executory contracts and unexpired leases to which Sellers are a party that are not Assumed Agreements, any and all property or other assets that are leased pursuant to such operating leases that are not Assumed Agreements, and any and all Assumed Agreements not authorized or directed for assignment and assumption by the Bankruptcy Court as contemplated in Section 2.1.4 of the Purchase Agreement;
- e) the rights of Sellers under the Purchase Agreement and the Assumption Agreement;
- f) Sellers' claims, causes of action, choses of action and rights of recovery pursuant to Sections 544 through 550 and Section 553 of the Bankruptcy Code and any other avoidance actions under any other applicable provisions of the Bankruptcy Code, except to the extent such matters are necessary to effect the turnover of the Purchased Assets;
- g) Sellers' existing and potential claims, causes of action and choses of action against any and all third parties arising other than the Ordinary Course Claims specifically including, without limitation, any and all causes of action against Amware Distribution Warehouse M&M, LLC, George Maloof, Nora Maloof, William Maloof, and MWP Company;
- h) Sellers' claims against current or former directors, officers or other employees of, or agents, accountants or other advisors of or to Sellers;
- i) any Permits that are not assignable to Buyer;
- j) any Intercompany Debt;

*Schedule 2 to
Bill of Sale*

- k) that certain 1976 Rolls Royce Camargue, VIN JRE23609, and that certain 1984 Rolls Royce Silver Spirit, VIN SCAZS42A7ECX08256; and
- l) any and all assets listed on **EXHIBIT F** attached to the Purchase Agreement.