

09-23-1998

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BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

MRD 9-17-98

1. Name of conveying party(ies): M&I Mid-State Bank
State of Wisconsin Banking Corporation

2. Name and address of receiving party(ies):
Name: Millet Supply, LLC
Address: W16342 Apache Drive
City: Plainfield State: WI Zip: 54966
Type of Company: Limited Liability Company

3. Nature of Conveyance: Assignment
Execution Date: March 18, 1997

Incorporation-State: Wisconsin
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



09-17-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #67

4. A. Trademark Application No.(s) None

B. Trademark Registration No.(s)
1,944,838; 1,803,362; and 1,718,507

Additional numbers attached? Yes No

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

Timothy M. Kelley
Michael Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved:
3

7. Total fee (37 CFR 3.41):.....\$ 90.00
 Enclosed
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

09/28/1998 DNGUYEN 00000109 1944838
01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

Timothy M. Kelley
Name of Person Signing

Timothy M. Kelley
Signature

September 17, 1998
Date

Total number of pages including cover sheet, attachments, and document: 10

United States Postal Service Express Mail Mailing Label No. EM091734057US

cc: Docketing

AMENDED ASSET SALES AGREEMENT

THIS AGREEMENT effective the 18th day of March, 1997, by and between M&I Mid-State Bank, a Wisconsin corporation with its principal office located at P.O. Box 8, Stevens Point, Wisconsin 54481, (hereinafter referred to as "Bank") and Millet Supply, LLC, a Wisconsin limited liability company, with its principal office located at W16342 Apache Drive, Plainfield, Wisconsin 54966, (hereinafter referred to as "Buyer").

WHEREAS, Bank currently holds all of the personal property of Specialty Pet Seeds, LLC (hereinafter "SPS") pursuant to a General Business Security Agreement dated May 9, 1994; and

WHEREAS, Bank has a foreclosure action pending in Waushara County Circuit Court Case No. 97-CV-35, against SPS and others in which Bank is foreclosing on its first lien real estate mortgage recorded on May 13, 1994, in Volume 447 of Records, pages 619-621; and

WHEREAS, Bank wishes to sell to Buyer, and Buyer wishes to purchase and acquire from Bank certain personal property of SPS described below and the real estate of SPS being foreclosed by Bank in a pending Waushara County Circuit Court action, Case No. 97-CV-35, at the price and upon the terms hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and the purchase price to be paid hereunder, THE PARTIES AGREE AS FOLLOWS:

1. Sale of the Assets. Buyer agrees to purchase from Bank, and Bank agrees to sell, assign and transfer to buyer, on the closing date (as later defined), all of Bank's rights, title and interest in and to the following assets of SPS, free and clear of all liens and encumbrances described below:

- A. All inventory, supplies, tools, machinery, equipment and intangibles.
- B. The following described real estate:

Parcel 1: The Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 20, Township 20 North, Range 8 East, Waushara County, Wisconsin, LESS AND EXCEPT Certified Survey Map No. 825.

Parcel 2: Commencing at the Southwest corner of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, Township 20 North, Range 8 East, thence East along the center of Apache Drive a distance of 28.36 rods to the point of beginning; thence North 24.97 rods; thence East 51.64 rods; thence South 24.97 rods to the center of Apache Drive; thence West along the center of Apache Drive a distance of 51.64 rods to the point of beginning.

ALSO, an easement over the following described property in Waushara County, State of Wisconsin: Commencing at the Southwest corner of the W½ of the NW¼ of Sec. 21, T20N., R8E.; thence East along the center of Apache Drive 28.36 rods to the point of beginning; thence North 24.97 rods thence West 8 feet; thence South 24.97 rods to the center of Apache Drive; thence East along the center of Apache Drive a distance of 8 feet to the point of beginning. Said easement to run with the above described land and to be in force and effect for a period of 25 years from the 26th day of October, 1972 said easement for the purpose of allowing and permitting grantees to grow trees and maintain existing trees over the above described property; during such period the owner of the underlying title to said property subject to the easement not to interfere with said trees; ownership of said trees shall be with the ownership of the underlying title to the real estate.

2. Purchase Price.

- A. Amount. \$700,000.00
- B. Allocation. The purchase price shall be allocated to the assets in the following manner.

<u>Description of Assets</u>	<u>Amount</u>
Personal Property	\$450,000.00
RJB & Associates, LLC payment on guaranty	\$ 50,000.00
Real estate and buildings	\$200,000.00

Each party agrees to file their income tax returns in a manner consistent with these allocations.

3. Payment of Purchase Price.

- A. Payment. On the closing date Buyer shall pay to Bank the entire purchase price. If not paid by certified funds, Bank is not obligated to release its lien on or give the bill of sale to the transferred property until the check has cleared.
- B. Financing Costs. Buyer will pay all costs of securing its financing, and in good faith will perform all acts necessary to expedite such financing.

4. Real Estate.

- A. Proration. There shall be no proration of rents, water and sewer use charges, and unused fuel oil. The general property real estate taxes shall not be prorated.

Buyer agrees to pay the 1996 general real property taxes.

- B. Special Assessments. Buyer shall be solely responsible for all special assessments, if any, against the property being conveyed herein.
- C. Title Evidence. Buyer shall be responsible for title evidence and shall be solely responsible for such costs.
- D. Deed. Buyer understands that the real estate is presently being foreclosed and that is anticipated that Bank will be acquiring title to the property by sheriff's deed within the next 90 days. Bank agrees to bid at the sheriff's sale up to the amount owed, as of March 18, 1997, this amount is estimated at \$700,000.00. Property is conveyed subject to all outstanding real estate taxes.
- E. Escrow. The \$200,000.00 allocated toward the real estate and buildings will be escrowed with Bank pending Bank's acquiring title to the real estate through the foreclosure action. Upon the Bank conveying title to Buyer, the \$200,000.00 shall be released to Bank. Buyer will be entitled to one-half the interest earned on the escrowed amount and Bank is entitled to one-half of the interest earned on the money held. Buyer shall provide Bank with a federal taxpayer identification number.
- F. Receiver. Bank shall apply for appointment of a receiver for the real estate during the pendency of the foreclosure action. Buyer agrees to enter into a lease with the receiver for the real estate and buildings being conveyed herein. As rent, Buyer will pay all utilities and taxes on said property, keep Buyer's interests insured for casualty and liability, and will do all necessary repairs and maintenance. Bank agrees to allow buyer immediate possession of the real estate and buildings.

5. Personal Property.

- A. Proration. There will be no proration of personal property tax. Buyer assumes all liability, if any, for accrued personal property tax.
- B. Bill of Sale. Bank shall convey all of the non-real estate assets to be sold and purchased hereunder by proper and complete bill of sale, with covenants of warranty transferring title and possession, except as to the inventory which shall be conveyed without warranty of title, and as to all personal property being conveyed, such property is being conveyed in "as is" condition without warranty of condition, express or implied. Buyer shall be entitled to immediate possession of the conveyed personal property.

6. Accounts Receivable. The parties agree that the accounts receivable of SPS are to be retained by Bank and are not part of this transaction.

7. Future Sale of Assets or Business. In the event buyer or its successor sell the assets purchased herein or the business within 18 months of March 18, 1997, any proceeds realized over the purchase price of \$700,000.00 plus additional funds put in the business by Buyer will be shared on a 50/50 basis with Bank.

8. Releases. Upon the execution of this Asset Sales Agreement and the payment of all monies due herein, Bank agrees to release Jonathan Bushman, Gary Woyak and RJB & Associates, LLC from any further liability concerning the loan of Bank to Specialty Pet Seeds, LLC, it being understood that the Bank expressly reserves its rights as to all other parties not released.

9. Closing.

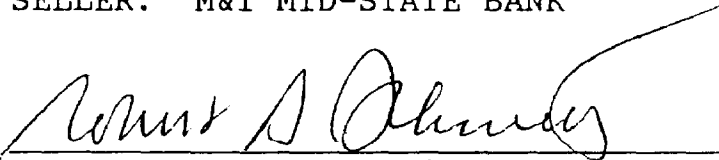
A. Date and Location. The closing of the transaction called for in this Agreement shall be held at the Bank's Stevens Point office on March 18, 1997.

B. Possession. Possession of the conveyed assets shall be given as described above.

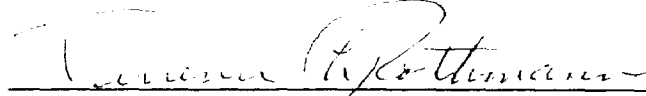
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SELLER: M&I MID-STATE BANK

BY:


Robert Schmidt, President

Attested:


Terrence L. Rothmann, Executive Vice-
President

BUYER: MILLET SUPPLY, LLC

BY:

Jonathan Bushman, Authorized Representative

Attested:

Gary Woyak, Authorized Representative

BILL OF SALE

M&I MID-STATE BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, with its principal office located at P.O. Box 8, Stevens Point, Wisconsin 54481, (hereafter called "Seller") hereby conveys to MILLET SUPPLY, LLC, a Wisconsin Limited Liability Company, with its principal office located at W16342 Apache Drive, Plainfield, Wisconsin 54966 (hereafter called "Buyer"), for a good and valuable consideration pursuant to sec. 409.504(4), Stats., all of Specialty Pet Seeds, LLC's right, title and interest in the following described personal property formerly owned by Specialty Pet Seeds, LLC:

All inventory, supplies, tools, machinery, equipment and intangibles.

Seller hereby warrants and represents that pursuant to sec. 409.504(4), Stats., the above-described personal property is free and clear of all liens and encumbrances, that Seller has good right to sell the same to Buyer and Seller will warrant and defend the same against the lawful claims and demands of all persons except as to the inventory, which inventory is sold without any warranty of title by Seller to Buyer.

There are no warranties which extend beyond the description on the face hereof, Seller conveys the above-described personal property in an "As Is" condition, with all faults, and without implied warranties of merchantability and fitness for a particular purpose.

Dated this 18th day of March, 1997.

M&I MID-STATE BANK

By:  (SEAL)
ROBERT SCHMIDT - President

ATTESTED

By:  (SEAL)
TERRENCE ROTHMANN
Executive Vice President

346236

Document Number

WARRANTY DEED

Document Title

VOL 491 PAGE 197

WAUSHARA COUNTY, WISCONSIN
Received for record this
9th day of July
AD 1997 at 11:05AM
and recorded in volume 491
of records page 197-199
Document Number: 346236

Quillen Lehr

Register of Deeds

Recording Area

Name and Return Address

Attorney Cal R. Tillisch
P.O. Box 1566
Wausau, WI 54402-1566

22-23-100, ...

Parcel Identification Number (PIN)

TRANSFER
600.00
FEE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee.

TRADEMARK

REEL: 1790 FRAME: 0414

DOCUMENT NO.

VDI 491 PAGE 198

WARRANTY DEED BY CORPORATIONM&I MID-STATE BANK,

_____, a Corporation
 duly organized and existing under and by virtue of the laws of the State
 of Wisconsin (Grantor), hereby conveys and warrants to
MILLET SUPPLY, LLC, a Wisconsin limited liability company

 _____ (Grantee),
 the following described real estate in Waushara County, State of
 Wisconsin:

Parcel 1: The Northeast Quarter (NE¼) of the
 Southwest Quarter (SW¼) of Section 20, Township 20
 North, range 8 East, Waushara County, Wisconsin,
 LESS AND EXCEPT Certified Survey Map No. 825.

Parcel 2: Commencing at the Southwest corner of the W½ of the NW¼ of Section 21, Township
 20 North, Range 8 East, thence East along the center of Apache Drive a distance of 28.36 rods to
 the point of beginning; thence North 24.97 rods; thence East 51.64 rods; thence South 24.97 rods
 to the center of Apache Drive; thence West along the center of Apache Drive a distance of 51.64
 rods to the point of beginning.

ALSO, an easement over the following described property in Waushara County, State of
 Wisconsin: Commencing at the Southwest corner of the W½ of the NW¼ of Sec. 21, T.20N.,
 R.8E.; thence East along the center of Apache Drive 28.36 rods to the point of beginning; thence
 North 24.97 rods; thence West 8 feet; thence South 24.97 rods to the center of Apache Drive;
 thence East along the center of Apache Drive a distance of 8 feet to the point of beginning. Said
 easement to run with the above described land and to be in force and effect for a period of 25
 years from the 26th day of October, 1972; said easement for the purpose of allowing and
 permitting grantees to grow trees and maintain existing trees over the above described property;
 during such period the owner of the underlying title to said property subject to the easement not to
 interfere with said trees; ownership of said trees shall be with the ownership of the underlying title
 to the real estate.

Exceptions to Warranties: Municipal and zoning ordinances, recorded easements, recorded restrictions and
 covenants, special assessments, 1996 general taxes, and general taxes levied for the year of closing.

In Witness Whereof, the said Grantor has caused these presents to be signed by Robert Schmidt, its
 President, and countersigned by Terrence L. Rothmann, its Executive Vice-President, this 23 day of June, 1997.

M&I MID-STATE BANK

Corporate Name

By: 

Robert Schmidt - President

COUNTERSIGNED:

By: 

Terrence L. Rothmann - Executive Vice-President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
PORTAGE COUNTY)

Personally came before me this 23rd
day of June, 1997, Robert Schmidt, President
and Terrence J. Rothmann, Executive Vice-
President of the above named Corporation, to me
known to be the persons who executed the
foregoing instrument, and to me known to be such
President and Executive Vice-President of said
Corporation, and acknowledged that they executed
the foregoing instrument as such officers as the act
of said Corporation, by its authority.

Dian Sheppard
Dian Sheppard
Notary Public, State of Wisconsin
My Commission: 01-04-98



AUTHENTICATION

Signature(s) _____

authenticated this ___ day of *, 199*.

* _____
TITLE: MEMBER STATE BAR OF WIS.

This Instrument Drafted By
Attorney Robert F. Konkol
2840 Post Road, P.O. Box 340
Plover, WI 54467-0340

Return To: Attorney Cal Tillisch
P.O. Box 1566, Wausau, WI 54402

RE15 - 112888 23312 RFK:des 6/19/97 29940P