



09-17-1998

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10-14-1998
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MENT OF COMMERCE
t and Trademark Office

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

1. Name of conveying party(ies): C.S.S., Inc.
State of Wisconsin Corporation
9-17-98

2. Name and address of receiving party(ies):
Name: Specialty Pet Seeds, LLC
Address: 205 West Bridge Street, Suite 104
City: Wausau State: WI Zip: 54401
Type of Company: Limited Liability Company
Corporation-State: Wisconsin
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

3. Nature of Conveyance: Assignment
Execution Date: May 18, 1994

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

10/09/1998 DNGUYEN 00000210 1944838

01 FC: 161 40.00 OP
02 FC: 402 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

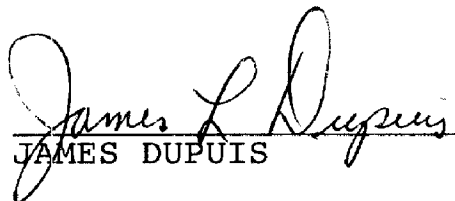
September 17, 1998
Date

Total number of pages including cover sheet, attachments, and document: 17

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cc: Docketing

I hereby certify that the attached is a true and correct copy of the Closing Statement dated May 18, 1994 and Business Offer to Purchase dated December 15, 1993 between C.S.S., Inc. and Specialty Pet Seeds, LLC.



JAMES DUPUIS

9-15-98

DATE

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CLOSING STATEMENT

SELLER: C.S.S., INC.

BUYER: SPECIALTY PET SEEDS, LLC

DATE OF CLOSING: MAY 18, 1994, IN TRUST MAY 24, 1994

FOR THE PURCHASE OF THE ASSETS PURSUANT TO THE BUSINESS OFFER TO PURCHASE AGREEMENT BETWEEN THE SELLER AND BUYER DATED DECEMBER 15, 1994, ACCEPTED DECEMBER 17, 1994, AMENDED AS OF MAY 17, 1994.

SALES PRICE

LAND AND BUILDINGS (See Real Estate Closing Statements)	\$	265,000.00
PROCESSING EQUIPMENT	\$	75,320.00
FARM EQUIPMENT	\$	252,900.00
OFFICE EQUIPMENT	\$	12,130.00
VEHICLES	\$	13,100.00
INVENTORY	\$	268,124.06
PACKAGING MATERIALS	\$	40,000.00
TRADE NAMES, TRADE MARKS	\$	9,500.00
PALLETS	\$	4,000.00
ADDITIONAL NON COMPETES TO EMPLOYEES	\$	6,000.00

ADDITIONAL DOLLARS:

CONSULTING AGREEMENT - JAMES DUPUIS	\$	36,000.00
NON COMPETE AGREEMENT - JAMES DUPUIS	\$	144,000.00

TOTAL PURCHASE PRICE	\$	1,126,074.06
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CASH RECEIVED FROM BUYER AT CLOSING:

LAND AND BUILDINGS	\$	265,000.00
PROCESSING EQUIPMENT	\$	75,320.00
FARM EQUIPMENT	\$	252,900.00
OFFICE EQUIPMENT	\$	12,130.00
VEHICLES	\$	13,100.00
INVENTORY	\$	268,124.06
PACKAGING MATERIALS	\$	40,000.00
TRADE NAMES, TRADE MARKS	\$	9,500.00
PALLETS	\$	4,000.00
ADDITIONAL NON COMPETES TO EMPLOYEES	\$	6,000.00

TOTAL RECEIVED FROM BUYER AT CLOSING	\$	946,074.06
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ADDITIONAL DOLLARS FOR:

CONSULTING AGREEMENT - JAMES DUPUIS	\$ 36,000.00
NON COMPETE AGREEMENT - JAMES DUPUIS	\$ 144,000.00
ASSET PURCHASE PRICE LESS REAL ESTATE	\$ 681,074.06
REAL ESTATE BALANCE CARRYOVER	\$ 83,895.22
TOTAL RECEIVED FROM BUYER AT CLOSING	\$ 764,969.28

DISBURSEMENTS MADE AT CLOSING:

M&I BANK COLOMA	\$ 331,688.63
JOHN DEERE CREDIT	\$ 7,271.20
NON COMPETES TO EMPLOYEES	\$ 6,000.00
FARMERS 92/93 CROP	\$ 336,648.86
TOTAL DISBURSEMENTS	\$ 681,608.69
NET TO SELLER	\$ 83,360.59

THE FOREGOING CLOSING STATEMENT IS HEREBY ACCEPTED THIS 18TH DAY OF MAY, 1994.

SELLER:

C.S.S., INC.

James R. Dupuis Pres

 JAMES DUPUIS, PRESIDENT

BUYER:

SPECIALTY PET SEEDS, LLC

Kenneth Buelt

 KENNETH BUELT, PRESIDENT

Joan Williams

 JOAN WILLIAMS, SECRETARY

AS TO THE BUSINESS OR ANY PERSONAL PROPERTY AFFECTED BY THIS AGREEMENT, THE FOLLOWING TERMS SHALL APPLY UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY HEREIN:

Personal property tax, prepaid insurance (if assumed) and rents shall be prorated at the time of closing. Proration of personal property taxes shall be based on the personal property taxes for the current year, if known, otherwise on the personal property taxes for the preceding year.

CAUTION: The taxing authority normally bills Seller for personal property taxes for the entire year; proration and/or escrow should be considered. Sales tax, if any, shall be paid by Seller. Seller agrees to surrender Seller's sales tax permit timely.

In compliance with Sec. 77.52 (18), Wis. Stats., Seller agrees to escrow the sum of \$10,000.00 out of the purchase price, to be held by RE MAX OF WAUSAU

and released to Seller when Seller provides a receipt from the Department of Revenue, that any sales tax due and owing has been paid, or a certificate stating that no amount is due, at which time said funds shall be released.

Seller shall deliver possession of the personal property on date of closing and shall convey the property by bill of sale free and clear of all liens and encumbrances.

Seller shall comply with the applicable Bulk Transfers Law, per Chapter 406, Wis. Stats.. The execution and/or delivery of a fully-executed copy of this contract to Seller shall constitute a written demand for a list of creditors and for the preparation of a schedule of the property transferred, as required by the Bulk Transfers Law.

If this Offer provides for Seller financing, personal property transferred hereunder shall be subject to a chattel security agreement and lien rights under the Uniform Commercial Code in favor of Seller.

If the real property occupied by the business is owned by Seller, bought sold by this agreement, Seller agrees to have the real property surveyed by the following terms:

Seller shall continue to conduct the business in a regular and normal manner and shall use Seller's best efforts to keep available the services of Seller's present employees and to preserve the good will of Seller's suppliers, customers and others having business relations with Seller.

Seller shall furnish Buyer, within 3 days of the date of acceptance of this Offer, and Buyer being satisfied with same, the information and schedules designated with an "X" in the space preceding lines 106 to 121.

IF BUYER SENDS WRITTEN DISAPPROVAL AND THE SPECIFIC REASONS FOR SAME, OF ANY OF THESE ITEMS IN WRITING, WITHIN 10 DAYS OF RECEIVING THEM, THIS CONTRACT SHALL BE CONSIDERED NULL AND VOID. IF DISAPPROVAL IS NOT GIVEN, THESE CONTINGENCIES SHALL BE WAIVED.

- A. An inventory of all furniture, fixtures and equipment included in this transaction.
- B. Copies of all leases affecting equipment, real estate or signs; and copies of all other leases pertaining to the business.
- C. Estimated principal balance of accounts receivable.
- D. Estimated principal balance of accounts payable.
- E. Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years, which Buyer may have examined by Buyer's agents or attorneys.
- F. Copies of latest real estate and personal property tax bills.
- N/AG. Copies of franchise agreements, if any.
- H. Copy of corporate minutes approving or authorizing the sale, if Seller is a corporation.
- I. Copies of all licenses used in operating the business.
- J. Any agreements regarding restrictions on Seller competing with Buyer after the closing of this transaction.
- K. Uniform Commercial Code lien search as to the property to be sold showing the property free and clear of liens or liens to be paid at time of closing.
- L. Seller's Property Condition Report.

SELLER'S WARRANTIES AND REPRESENTATIONS

As to the business, personal property and real property to be transferred, Seller warrants and represents to Buyer that Seller has no notice or knowledge of:

- a) Any material defects in any of the equipment, appliances, fixtures, tools or furniture included in this transaction and further warrants that all will be in good working order on the day of closing.
- b) Any encumbrances on the business being sold; all integral parts thereof, or the personal property being conveyed in conjunction with the business, except as stated in this contract and in any schedule attached to it.
- c) Any litigation, government proceeding or investigation in progress or threatened or in prospect against or relating to this business.
- d) Any road change or road work which would materially affect the present use or access to the property.
- e) Any right granted to underlying lienholders to accelerate their obligation by reason of the transfer of ownership, or any permission to transfer being required and not obtained.
- f) Any unpaid income taxes, sales taxes, payroll taxes, Social Security taxes, unemployment taxes, or any other employer/employee taxes due and payable or accrued.
- g) Any failure of the financial statements and schedules to present the true and correct condition of the business as of the date on the statements and schedules and that since the date of the last financial statements and schedules provided by Seller there has been no change in the financial condition or operations of the business, except changes in the ordinary course of business, which changes have not in the aggregate been materially adverse.
- h) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.
- i) Any government agency or court order requiring repair, alteration or correction of any existing condition.
- j) Underground storage tanks or any structural, mechanical or other defects of material significance affecting the property, including but not limited to inadequacy for normal business/residential use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence or prior usage of any dangerous or toxic materials or conditions affecting the property.
- k) Wetland and shoreland regulations affecting the property. (Caution: see maps).

SELLER WARRANTS AND REPRESENTS:

- a) The present zoning is agricultural. Present use is (permitted) (conditional) (other) (strike as applicable).
- b) (Map dated 11-6-91 indicates) (None) (Part) (All) of the property is located in a flood plain. (strike as applicable).

EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 124 to 146:

THE FOLLOWING LINES 152 to 184 APPLY TO THE SALE OF REAL PROPERTY [strike if not applicable].

The real property known as C.S.S., Inc./Carlson Specialty Seed, Inc. more particularly described as tax key #22-2123.0100 Pt of W 1/2 - NW 1/4 and tax key #22-2031-0200 NE 1/4 SW 1/4 less CSM 825 located in the town of Plainfield, WI, Waushara County.

(Caution: Seller and Buyer are advised to verify actual real estate to be sold.)

The following terms are part of the offer to purchase dated December 15, 1993.

Seller shall, upon payment of the purchase price, convey the real estate by Warranty Deed, or other conveyance provided herein, free and clear of all lien and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing and provided none of the foregoing prohibit present use and shall complete and execute the documents necessary to record the conveyance. (WARNING Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the property).

(Buyer) (Seller) will be responsible for compliance with DILHR's rental weatherization program requirements unless this transaction is exempt from the requirements because the property is not used for residential rental.

The following items shall be prorated as of the day of closing: general taxes, property owner's association fees, rents, water and sewer charges, leases, fuel. Any income, taxes or expenses through the day of closing accrue to Seller.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ 1993. estimated annual tax.

Special assessments, if any, for work on site actually commenced or levied prior to date of this Offer shall be paid by Seller. All other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or property owners association assessments are contemplated.)

Seller shall provide to Buyer at Seller's expense at least five (5) business days before closing, Seller's title insurance policy.

2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the real property purchase price upon recording of proper documents; showing title to the property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condition called for in this Offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard title insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title in writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be extended as necessary for this purpose.

If this Offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness.

If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held by broker shall be disbursed as follows:

1. To Buyer, unless Seller notifies Buyer and broker in writing no later than 15 days after the earlier of the Buyer's written demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money as liquidated damages or partial payment for specific performance.

xxxxxx Seller, Buyer and Broker shall be bound by the terms of this contract, which provides the choice of jurisdiction and neither may commence a lawsuit in any other court within 30 days after signing of the Offer.

In making the disbursement, the broker shall follow procedures in Ch. RL 18, Wis. Adm. Code.

Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.

Both parties agree to hold the Broker harmless from any liability for good faith disbursement of earnest money in accordance with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.

If the property is damaged by fire or elements prior to time of closing in an amount of not more than five per cent of the selling price, Seller shall be obligated to repair the property and restore it to the same condition that it was on the date of this Offer. If such damage shall exceed such sum, this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to damage to property; however, if this sale is by land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the property.

SPECIAL PROVISIONS:

This Offer (is) (is not) assignable. (strike as applicable).

This Offer (does) (does not) bind successors in interest. (strike as applicable).

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement.

THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION.

Signature lines for Buyer (Title, if any) and Seller (Title, if any) with names: Cornerstone Properties, Inc and Susan Jensen-Buelt.

THIS OFFER IS HEREBY ACCEPTED. THE UNDERSIGNED HEREBY AGREES TO SELL AND CONVEY THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: Dec 15 19 93.

Signature lines for C.S.S., Inc. by James H. Dupuis Pres. and Seller's Tax I.D. No.

Seller's Address & Phone Number:

Broker Signature: Susan Jensen-Buelt. Broker's Address & Phone Number: Cornerstone Properties, Inc 205 W. Bridge St., Ste 104, Wausau, WI 54401

Offer is rejected (Seller initial). Offer is countered (Seller initial). This Offer was drafted by (Licensee and firm).

It was presented to Seller by on 19 at (A.M./P.M.)

EARNEST MONEY RECEIPT

Broker acknowledges receipt of initial earnest money, as per line of the above Offer.

Dated: 19 Broker By

**C.S.S., INC.
INVENTORY**

**EXHIBIT A
MACHINE & EQUIPMENT**

Asset #	REAL ESTATE Description	Serial Number
101	HOUSE (28X32) & 8 ACRES	
102	PACK BLDGING (64X130)	
103	STORAGE BLDG. (54X160)	
108	STOR/MACHINE SHOP	
	40 ACRES STORAGE YARD	

GRAND TOTAL

December 17, 1993

**TRADEMARK
REEL: 1797 FRAME: 0983**

**C.S.S., INC.
INVENTORY**

MACHINE & EQUIPMENT

PROCESSING EQUIPMENT

Asset #	Description	Serial Number
201	PROC. LINE & CONVEYORS	
202	TOLEDO SCALE	
203	SARGENT HEAT SEALER	
206	SHOP EQUIPMENT	
207	PROC. LINE IMPROVE.	
208	HEATERS	
209	READI-HEATER	
210	STORAGE RACKS	
211	GEAR BOX	
212	HAND PALLET TRK	3-191664
213	GEAR HEAD 50:1	
214	CLARK FORKLIFT	CY50-81-639-1264
215	VARIABLE SPEED ELECT. MOTOR #2	
216	VARIABLE SPEED ELECT. MOTOR #3	
217	VARIABLE SPEED ELECT. MOTOR #1	
219	MICROWAVE RS-50	K054691503
220	HAND PALLET TRK #2	3-198137
221	BELT SPLICER	
222	FAIRBANKS SCALE #1	G966896XE
227	TOLEDO SCALE BAR SEALER	1637XN
228	PROC. LINE C	
229	TURNTABLES	
231	AVERY SCALE #5	593F0045-31
234	MOTOR JAW SEAL BAR	1678YN
235	PACK. LINE 30'	
236	PACK RITE PLASTI-SEALER	7863PP
237	PACK. LINE 60'	
238	PACK RITE PLASTI-SEALER #2	7872SP
239	METTLER SCALE #2	
240	METTLER SCALE #3	
241	METTLER SCALE #4	
242	METTLER SCALE #5	
243	METTLER SCALE #6	
244	METTLER SCALE #1	
245	PETTIBONE FORK LIFT	626446
247	WHEEL CONVEYOR	
248	MODEL 6000 BAND SEALER	1328SR
249	WATER COOLER	
250	100# BENCH SEALER	H137067
251	STIHL BLOWER	
252	C.S.S. POLY BAG PLATES	

December 17, 1993

TRADEMARK
REEL: 1797 FRAME: 0984

**C.S.S., INC.
INVENTORY**

MACHINE & EQUIPMENT

Asset #	FARM EQUIPMENT Description	Serial Number
303	KUERNLAND SEED DRILL	
305	A.T. FERRILL FAN. MILL	
306	40' SEMI TRAILER	
307	40' SEMI TRAILER	
	DRY WAGON & RUNNING GEARS 1-38	
338	DRYER ASSEMBLY #1	
339	DRYER ASSEMBLY #2	
340	TIP BIN ELEVATOR	
341	HAND PALLET TRK	
343	FRONT END LOADER	
344	TIME CLOCK	
345	DRYER AERIATION FAN #1	
346	DRYER AERIATION FAN #2	
347	DRYER AERIATION FAN #3	
348	DRYER AERIATION FAN #4	
350	DEMCO SPOT SPRAYER	
351	OLIVER M77 TRACTOR	
352	SELF UNLOADING WAGON	
355	SHOP EQUIPMENT	
356	1655 OLIVER TRACTOR	257-813-490
357	JD 4230 TRACTOR	4230H015097R
358	6-ROW HEATH PLANTER	413030
359	UNI-HARVESTOR	75373
360	BELT LEGG PICKER	
361	MICHIGAN PAYLOAD	187200
362	MICHIGAN SWEEP MODIFY	
364	MICROWAVE	34005339
365	T. V.	28431285
366	HAYBUSTER-UNLOADER	537
367	MICHIGAN SWEEP	
368	DRYER I	

December 17, 1993

**TRADEMARK
REEL: 1797 FRAME: 0985**

**C.S.S., INC.
INVENTORY**

MACHINE & EQUIPMENT

FARM EQUIPMENT

Asset #	Description	Serial Number
369	BURNERS DRYER	
372	HAGIE SPRAYER	
374	AIR COMPRESSOR	
375	1755 OLIVER TRACTOR	1221721-676
378	LILLISTON CULT.	
383	HESSTON STACK MOVER	SM31-295
384	PORTA-POWER	
807	STORAGE RACKS FOR A-FRAMES	
808	HIGH PRESSURE WASHER	MOD #1204
809	DRY WAGON #25	
810	DRY WAGON #26	
811	RUNNING GEAR #30	
812	RUNNING GEAR #31	
813	1210 MOISTURE TESTER	
815	DHM DIGITAL MOISTURE TEST.	
816	DHM DIGITAL MOISTURE TEST.	
817	1755 OLIVER	221-791676
818	KOSTER CROP TESTER #1	4959
819	KOSTER CROP TESTER #2	4290
820	KOSTER CROP TESTER #3	4933
822	KOSTER CROP TESTER #4	4857
823	KOSTER CROP TESTER #5	4948
824	KOSTER CROP TESTER #6	4923
825	BACK BLADE	

OKD 12-17-93
JB "

December 17, 1993

TRADEMARK
REEL: 1797 FRAME: 0986

**C.S.S., INC.
INVENTORY**

MACHINE & EQUIPMENT

Asset #	FARM EQUIPMENT Description	Serial Number
826	TOOL CHEST SET	
827	MONITOR EQUIP.	
828	PETI-BONE	1316
829	1600 OLIVER	128-838-607
830	KOSTER CROP TESTER #7	5119
831	KOSTER CROP TESTER #8	5224
832	KOSTER CROP TESTER #9	5259
833	KOSTER CROP TESTER #10	5200
834	KOSTER CROP TESTER #11	5265
835	KOSTER CROP TESTER #12	5262
836	KOSTER CROP TESTER #13	5297
837	12-ROW PLANTER	F531121
849	12-ROW CULT. #2	
850	PETI-BONE SWEEP	
851	JD 4630 TRACTOR	007939R
852	UNI-HARVESTOR #2	74649

December 17, 1993

**TRADEMARK
REEL: 1797 FRAME: 0987**

**C.S.S., INC.
INVENTORY**

MACHINE & EQUIPMENT

Asset #	FARM EQUIPMENT Description	Serial Number
878	MOBILE RADIO SYSTEM	
879	MEILER WELDER	
880	AIR COMPRESSOR	
882	10hp DRYER FAN	
883	DRYING FAN	
884	10hp DRYER FAN	
885	GENERATOR	S-4002
886	3 PHASE FARM FAN #1	
887	3 PHASE FARM FAN #2	
888	3 PHASE FARM FAN #3	
889	HAY TESTER	
890	HAY/TEMP. MOIST. METER	
891	SNOW BLOWER	
892	MM 200 WELDER	JJ453581
893	760 MM TRACTOR	29900678
895	LAWN MOWER	
896	FUEL TANK	
897	BUSH HOG	
898	M.F. (M) 356 LOADER	D670001631
899	DRYER #13	
900	DRYER #14	
901	DRYER #15	
903	J.D. 4650 TRACTOR	RW4650P003646
904	15' YETTER ROTARY HOE	721
905	30' YETTER ROTARY HOE	3500-106
908	KOSTER CROP TESTER #14	
909	KOSTER CROP TESTER #15	
911	15' YETTER ROTARY HOE	
912	HYDRAULIC PRESS	
913	JD 150 SEED MONITOR	12RGW
917	C.S.S. SIGN	
918	A/C COMBINE	

December 17, 1993

**TRADEMARK
REEL: 1797 FRAME: 0988**

4 Computer Monitors + printers

EXHIBIT D

C.S.S., INC.
INVENTORY

MACHINE & EQUIPMENT

Asset #	OFFICE EQUIPMENT Description	Serial Number
401	IBM COMPUTER	001939
402	REAL WORLD PAY. SOFTWARE	
403	RAINBOW VACUUM CLEANER	606-0368
404	10 MG DISK CARD PC	
405	Q&A SOFTWARE	
406	EPSON CRT MONITOR <i>OK</i>	MC 70302912
407	EPSON EX1000 PRINTER <i>replaced</i>	04009440
408	IBM M30 COMPUTER	1209639 / MONITOR 125271
409	10 NET BOARD #1	39730
410	10 NET BOARD #2	39543
411	LOTUS 1-2-3 SOFTWARE	
412	SOUND SYSTEM	
413	TRIAL BALANCE SOFTWARE	
414	Q&A NETWORK PAK	
415	MICRO FERRUP BACKUP	506294
416	IBM 30 20 MG COMPUTER	23-0286801
417	EPSON PRINTER	P0084075
418	MICRO CASSETTE / REC. & TRANSC.	8KBNA9230/ P1-892880
419	FAX MACHINE	179060536
420	H.P. RS 16-40 COMPUTER	2820A00216
421	10 NET BOARDS SYSTEM	
422	GOLDSTAR COMPUTER	MB91005819
423	TAPE BACKUP SYSTEM	
424	BEST 700 VA POWER BACKUP	72-10209369
425	AMOR PAYROLL SOFTWARE	
426	DOS 4.01 SOFTWARE	
427	CUSTOMER LIST SOFTWARE	
428	Q&A UPGRADE 4.0 NET PACK	
429	OKIDATA 390 PRINTER	102A0049150
430	4 MG MEMORY (BERT)	
431	MINOLTA 2120D COPIER	3639583
432	OKIDATA 292 PRINTER	902A0071716
433	MC MOISTURE COMPUTER	004
500	OFFICE EQUIPMENT	
501	DESK & CHAIR	
502	DESK	
503	JOHNSON HILL DESK	
504	2 DESKS	
505	OFFICE CHAIR LOW BACK	
506	OFFICE CHAIR HIGH BACK	
507	SOFA	
508	STRAIGHT CHAIR	
509	2 DRAWER FILE CABINET	
510	4 DRAWER FIRE SAFE	
511	CHAIR- LOW BACK	
512	CHAIR- LOW BACK	
513	COMPUTER FURN.	
514	UNISONIC CALC.	
515	SWINTEC CALC.	
516	BROTHER TYPEWRITER	E61406208
518	DUAL LEVEL PC TABLE	

EXHIBIT E

C.S.S., INC.
INVENTORY

MACHINE & EQUIPMENT

Asset #	VEHICLES Description	Serial Number
601	79 CHEVY VAN	CGL2697119637
602	82 DODGE RAM	1B7GD14POCS274808
609	68 IHC WATER TRUCK	416080G277704
610	85 FORD 4X4	1FTEF14YXFKB63052
612	84 CHEVY 1/2 TON 4X4 PICKUP	1GCEK14D5EJ120090
613	71 CHEVY FLAT BED TRUCK	CE631P124438
614	77 FORD 1 TON TRUCK	F37SCY29900
615	89 CHEVY CONV. VAN	1GBEG25KOK7108916
616	77 FORD 1/2 TON PICKUP	F10HC045040

ASSETS

PURCHASE PRICE		\$1,223,000
LAND AND BUILDINGS	EXHIBIT A	205,000
PROCESSING EQUIPMENT	EXHIBIT B	70,000
FARM EQUIPMENT	EXHIBIT C	315,000
OFFICE EQUIPMENT	EXHIBIT D	15,000
VEHICLES	EXHIBIT E	32,000
BOXED PACKAGE INVENTORY	40,000 LBS - @ \$ 1.50 PER LB	60,000
BOXED BULK INVENTORY	60,000 LBS - @ \$ 1.10 PER LB	66,000
STOCK YARD INVENTORY	1,000,000 LBS - @ \$.325 PER LB	325,000
BIRD BUDDY DIES, INVENTORY, AND MARKETING RIGHTS		45,000
PACKAGING MATERIAL		40,000
TRADE NAMES, TRADE MARKS		10,000
NON COMPETE AGREEMENT / EMPLOYEMENT AGREEMENT		40,000

CARLSON SPECIALITY SEED, INC.**CONTINGENCIES**

1) This offer to purchase is contingent upon the buyer being able to obtain a first mortgage from a commercial lending institute, in the amount of \$750,000. The \$750,000 first mortgage shall be divided as follows:

\$500,000 Inventory line of credit
\$250,000 mortgage secured by real estate and equipment

The \$750,000. loan amount shall be at an interest rate of not more than 8% to be amortized over 10 years.

2) This offer to purchase is contingent upon the real estate and equipment having an appraisal equal to but not less than the value of the purchase price allocated on lines 25 through 31 of the offer to purchase.

3) This offer to purchase is contingent upon the buyer being able to obtain an employment contract, prior to closing, with James Dupuis, Wayne Dupuis, Kris Dupuis, Gloria Kloiber and Roy Werner. This offer is also contingent upon the buyer being able to obtain a non-compete agreement with James Dupuis, Wayne Dupuis, Kris Dupuis, Daniel Dupuis, prior to closing.

4) This offer to purchase is contingent upon the buyer obtaining a copy of all prior law suits from 1986 forward to present, pertaining to the corporation C.S.S., Inc. or any of its officers.

5) This offer to purchase is contingent upon the buyer obtaining a written agreement with the Internal Revenue Service and the Wisconsin Department of Revenue, for the final payment of any and all federal and state taxes, social security deposits or other taxes that may be due and payable.

6) This offer to purchase is contingent upon the buyer obtaining a written agreement for the marketing of the Bird Buddy product.