

RECOR
3-29-99

04-08-1999



COVER SHEET
ONLY

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

101005693
1999 MAR 29 ATT 10: 37

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

1. Name of conveying party(ies): **OPR/FINANCE**

North Wind Decoys Company

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date(s): **May 29, 1997**

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

Name: **Northern Hydraulics, Inc.**

Internal Address:

Street Address: **2800 Southcross Drive West**

City: **Burnsville** State: **MN** ZIP: **55337**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State **Minnesota**
 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) of conveying party(ies) attached? Yes No

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

A. Trademark Application No(s).

B. Trademark No(s)

1,209,869
1,241,289

Additional numbers attached? Yes No

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

Name: **Barbara J. Grahn**

Internal Address: **3400 Plaza VII Building**

Street Address: **45 South Seventh Street**

City: **Minneapolis** State: **MN** ZIP: **55402**

Our File No.: **12908/1**

6. Total number of applications and registrations involved: **2**

7. Total Fee (37 CFR 3.41) \$65.00.

Enclosed
 Authorized to be charged to deposit account
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:
15-0627

(Attach duplicate copy of this page if paying by deposit account.)

04/07/1999 JSHADAZZ 00000124 1209869

01 FC:481 40.00 OP
02 FC:482 25.00 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.

Barbara J. Grahn [Signature] 3/23/99

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335
Washington, D.C. 20231

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, dated and effective the close of business on May 29, 1997, is by and among George and Margaret Jurgens, residents of Minnesota (collectively, "Jurgens"), North Wind Decoys Company, a proprietorship operated by Jurgens ("North Wind") (the Jurgens and North Wind are sometimes referred to herein collectively as the "Sellers") and Northern Hydraulics, Inc., a Minnesota corporation (the "Purchaser").

Recitals

- I. The Purchaser and the Sellers have entered into a Purchase Agreement of even date herewith (the "Agreement") providing, among other things, for the purchase by the Purchaser of certain of the assets and businesses of North Wind.
- II. Unless otherwise defined herein, capitalized words and phrases used herein shall have the same meaning as they have in the Agreement.

NOW, THEREFORE, in consideration of the premises and the other valuable consideration given by Purchaser to Sellers, the receipt and sufficiency of which is hereby acknowledged, the Purchaser and Sellers hereby agree as follows:

1. Sellers, for themselves and for all their predecessors, successors, assigns and beneficiaries, do hereby convey, grant, bargain, sell, transfer, set over, assign, remise, release, deliver and confirm unto the Purchaser, Purchaser's successors and assigns, forever, free and clear of all mortgages, pledges, liens, encumbrances and security interests of any kind or nature (except as otherwise expressly provided in the Agreement), as of the date hereof, all of Sellers' right, title and interest, legal and equitable, in and to the following assets and properties, as the same exist as of the date hereof, some of which are more particularly described or reflected in the Agreement:
 - 1.1. **Inventory**. All inventories of raw materials, work-in-process, finished goods (including all inventories consigned to dealers, sales representatives, and others), and accessories, wherever located, except for Sports Nuts and McKenzie Cats decoys which will be consigned to Purchaser, both owned by North Wind.
 - 1.2. **Fixed Assets**. Certain machinery, equipment, tools, displays, spare parts, and certain other personal property owned by North Wind, as described in Schedule 1.2 of the Agreement, together with all express and implied warranties by the manufacturers or sellers of those items, and all maintenance records, brochures, catalogues, and other documents relating to those items or to the installation or functioning of those items, but not including any real estate or real estate fixtures (the "Fixed Assets").
 - 1.3. **Contracts**. All of North Wind's right, title, and interest (but not obligations, except to the extent specifically included in the Assumed Liabilities, as defined in

the Agreement) in and to all agreements, customer and supplier purchase orders, personal property leases, and other commitments relating to the business of North Wind, and any security or similar deposits relating to these commitments (the "Assigned Contracts"), all as listed on Schedule 1.3 of the Agreement.

- 1.4. Narnes and Intellectual Property. All of North Wind's right, title and interest in and to the name of "North Wind," "North Wind"® and all variations thereof and all goodwill deriving from the name "North Wind"® and all various terms thereof, together with all right, title, benefit, and interest in and to all registered and unregistered domestic and foreign patents and patent applications, inventions upon which patent applications have not yet been filed, service marks, trade names, trademarks, trademark registrations and applications, logos, copyrighted works, copyright registrations and applications, trade secrets, formulae, technology, designs, processes, inventions, know-how, and other intellectual property rights, presently owned, possessed, or used by North Wind in connection with the operation of its business.
 - 1.5. Intangible Property Rights. All of North Wind's claims, causes, or rights of action and intangible property rights arising from or concerning any of the Purchased Assets.
 - 1.6. Records. All records, distributor, sales representative, customer and supplier lists, contact names and telephone numbers, product information, product drawings, production documentation, material specifications, equipment lists, formulae, specifications, drawings, plans, reports, data, notes, correspondence, contracts, labels, catalogues, brochures, art work, photographs, advertising materials, marketing and production literature, files and other records and documents concerning North Wind's business and in North Wind's possession, but excluding North Wind's books of account, ledgers, and other financial records, and North Wind's corporate records and minute books.
 - 1.7. Permits and Licenses. All permits, licenses, orders, franchises, and approvals relating to or maintained as part of North Wind's business to the extent transferable.
2. Sellers, for themselves and their respective successors and assigns, hereby covenant with Purchaser, its successors and assigns, that Sellers are the true and lawful owner of the assets and properties sold hereunder and that Seller has full power to sell and convey the same; that the title so conveyed is clear, free and unencumbered (except as expressly provided otherwise in the Agreement); and further, that Sellers will warrant and defend the sale of said assets and properties against all claims or demands of all persons whomsoever.
 3. Each of the parties hereto shall, from time to time, execute and deliver such further documents, transfers, assignments, assurances and instruments and do such further acts

and things as may be reasonably required for the purpose of carrying out the provisions of this Bill of Sale and Assignment.

4. This Bill of Sale and Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
5. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives.

NORTHERN HYDRAULICS, INC.

By: Edward Hunter
Its: SECRETARY

NORTH WIND DECOYS COMPANY

George Jurgens

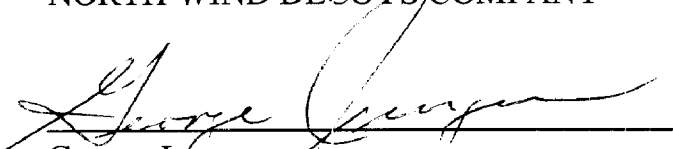
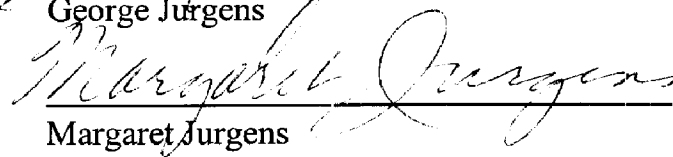
Margaret Jurgens

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives.

NORTHERN HYDRAULICS, INC.

By: _____
Its: _____

NORTH WIND DECOYS COMPANY


George Jurgens

Margaret Jurgens