

MARK
10-29-99

FORM PTO-1618A
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

10-29-1999

10-19-1999

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**FORM COVER SHEET
MARKS ONLY**

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name **NORWEST CREDIT, INC.**

Execution Date
Month Day Year
01/30/99

Formerly **BRAMMER COMPANY LLC**

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization **MN**

Receiving Party

Mark if additional names of receiving parties attached

Name **CANNON VALLEY WOODWORK, INC.**

DBA/AKA/TA

Composed of

Address (line 1) **31729 64TH AVENUE**

Address (line 2)

Address (line 3) **CANNON FALLS**

MN, USA

55009

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization **MN**

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FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001982 FRAME: 0036

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0591155"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0661052"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

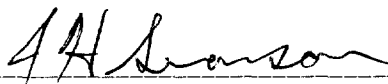
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

J. H. SWANSON



10/15/99

Name of Person Signing

Signature

Date Signed

BILL OF SALE

In consideration of the purchase price of \$2,175,000 (Two Million One Hundred Seventy Five Thousand Dollars) (the "Purchase Price") paid by Cannon Valley Woodwork, Inc., a Minnesota corporation ("Buyer"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Norwest Credit, Inc., a Minnesota company ("Seller"), in its capacity as a foreclosing secured party of Brammer Company, LLC, a Minnesota limited liability company and Wood Products, L.C., an Iowa limited liability company (collectively, the "Borrower"), does hereby grant, bargain, sell and transfer unto Buyer, its successors and assigns, all right, title and interest of Seller and Borrower in and to the assets listed on Exhibit A attached hereto (the "Purchased Assets"), upon the following terms and conditions:

1. Delivery. The Buyer acknowledges that the Seller has no obligation to assemble and deliver the Purchased Assets. The Buyer purchases the Purchased Assets "where is."
2. Title. The Buyer acknowledges that this is a foreclosure sale. The Seller warrants that it has good right to transfer to the Buyer all of the Borrower's right, title and interest in the Purchased Assets. Seller does not hereby transfer any obligations of the Borrower. In the event of any breach of the warranties and representations set forth herein, the sole and exclusive remedy of the Buyer shall be, and the liability of the Seller shall be limited to, the discharge of any presently existing lien, security interest or encumbrance or, if in the Seller's judgment the title is entirely defective, the return of the portion of the Purchase Price paid to the Seller by the Buyer for the affected Purchased Asset. In no event shall the Seller be liable for incidental or consequential damages, breach of warranty damages, or any other damages of any kind in any way related to the Purchased Assets.
3. Exclusion of Warranties; Limitation of Liability. This sale is on an "as is", "where is" basis. Buyer acknowledges that the Seller is not a dealer in the goods of the type of the Purchased Assets, that the Seller does not have, or hold itself out as having, any knowledge or skill peculiar to the goods of the type of the Purchased Assets, and that the Buyer has determined to purchase the Purchased Assets upon the basis of its own judgment, relying on such inspection of the Purchased Assets as the Buyer has seen fit to make prior to the delivery of this Bill of Sale. Accordingly, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TITLE OR CONDITION OF THE PURCHASED ASSETS BEING SOLD, INCLUDING, WITHOUT LIMITATION, NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. Sales Taxes. The Buyer will pay all sales, use and other taxes, if any, due in connection with, or as a result of, this sale.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this 20th day of

January, 1999.

NORWEST CREDIT, INC.

By: *Daniel L. Schmidt*

Its: *Vice President*

Accepted and agreed to
this 30th day of January, 1999

CANNON VALLEY WOODWORK INC.

By: *W. H. H. H.*

Its: *PRESIDENT*

**EXHIBIT A
PURCHASED ASSETS**

INVENTORY: All inventory of Brammer Company, LLC and Wood Products, L.C., whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located, but specifically excluding consigned inventory held at Consumers' Warehouse;

EQUIPMENT: All equipment of Brammer Company, LLC and Wood Products, L.C. including all machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, and supplies, but specifically excluding those office cabinet fixtures, built in desks and those fixtures which are necessary for the operation of the premises located at 2728 West Central Park Avenue, Davenport, Iowa; and

GENERAL INTANGIBLES: All general intangibles of Brammer Company, LLC and Wood Products, L.C., including all patents, patent applications, copyrights, trademarks, trade names, trade secrets, customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, contract rights, lease rights, the right to use Brammer Company LLC's name, computer software and rights associated therewith, and the goodwill of Brammer Company, LLC's business, but specifically excluding all insurance proceeds, premiums, refunds and all rights and sums related to insurance.

together with all substitutions and replacements for and products of any of the foregoing property and together with proceeds of any and all of the foregoing property and, in the case of all tangible property, together with all accessions and together with (i) all accessories, attachments, parts, equipment and repairs now attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now covering such goods in the possession of the Seller.

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