

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

02-23-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

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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
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
12 30 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **U-Order Inc. (3000 Second St. N. Minneapolis, MN 55411)**

12 30 99

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **a Minnesota Corporation in USA**

Receiving Party

Mark if additional names of receiving parties attached

Name **BOLDT. Entertainment Inc.**

DBA/AKA/TA **BOLDT. Entertainment Inc. aka, BOLDT. Entertainment and aka, BOLDT.**

Composed of \_\_\_\_\_

Address (line 1) **5867 Oakland Avenue**

Address (line 2) \_\_\_\_\_

Address (line 3) **Minneapolis** **Minnesota** **55417**

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization **a Minnesota Corporation in USA**

FOR OFFICE USE ONLY

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**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" value="75634803"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Scott Bachman CFO, U-Order Inc.

Name of Person Signing



Signature

12 30 99

Date Signed

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into as of the 30th day of December, 1999, by and between U-Order, Inc., a Minnesota Corporation having its principal place of business at 3000 Second Street North, Minneapolis, MN 55411("U-Order"); Scott E. Bachman, an individual residing at 2464 Bridgeview Court, Mendota Heights, MN 55120 ("Bachman"); and BOLDT. Entertainment, Inc., a Minnesota Corporation having its principal place of business at 5867 Oakland Avenue, Minneapolis, MN 55417("BOLDT"); and Mark Boldt, an individual residing at 5867 Oakland Avenue, Minneapolis, MN 55417 ("MBoldt").

WHEREAS, MBoldt, originator and developer of Rubba Ducks, agreed with Bachman to market and distribute Rubba Ducks and ancillary merchandise through their company U-Order.

WHEREAS, U-Order has promoted and marketed Rubba Ducks and owns the Rubba Duck Trademark (Serial Number 75634803), all underlying copyrights and other Rubba Duck assets.

WHEREAS, BOLDT is desirous of acquiring the Purchased Assets as defined below.

WHEREAS, U-Order has agreed to transfer, convey and assign the Purchased Assets to BOLDT.

WHEREAS, BOLDT and Bachman have agreed to enter into a consulting agreement in the form attached as Exhibit B.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, U-Order, Bachman, BOLDT and MBoldt hereby agree as follows:

1. **Purchased Assets.** U-Order agrees to and hereby does convey, sell, assign, transfer and deliver to BOLDT, and BOLDT agrees to purchase and accept all assets of and relating to Rubba Ducks and the business of and of Rubba Ducks as it may now or hereafter exist including the following assets all of which are referred to as the "Purchased Assets":
  - a. **Intangible Property.** All copyrights, trademarks, service marks and tradename rights, service marks, including the goodwill connected therewith, trade secret rights, patents, patent rights, and all other intangible property rights and all registrations thereof and therefor, related directly or indirectly to Rubba Ducks; all rights to sue for infringement of the aforementioned rights; and all licenses pertaining to Rubba Ducks or the business of Rubba Ducks.
  - b. **Business Agreements.** The Service Agreement between SunBreak, LLC and U-Order dated October 16, 1999, and all other agreements, written or oral, which U-Order has an interest in or to which U-Order is a party which relate to Rubba Ducks.
  - c. **Tangible Property.** All marketing materials, illustrations, photographs, artwork, tooling, films, video, music, and audio associated with or specifically created for Rubba Ducks prior to the date first written above, and all other tangible property related to Rubba Ducks.

d. **Website.** The website domain name, RubbaDucks.com and all rights related thereto.

e. **Purchased Assets** shall not include the assets listed in ~~Paragraph 2~~. <sup>Section 2</sup>

*Section 2*  
*123*

2. **Excluded Assets.** The following assets of U-Order are specifically excluded from the Purchased Assets:

- a. Cash, cash equivalents, securities and accounts receivable of U-Order.
- b. Any claim to the content of or rights to *Surprises* magazine.
- c. Rubba Ducks product inventory attached hereto as Exhibit A ("Inventory").

3. **Purchase Price and Payments to U-Order.** As consideration for the Purchased Assets, BOLDT shall pay U-Order a lump-sum amount of Fifteen Thousand Dollars (\$15,000) on the day and year first above written.

4. **Assignment.**

a. U-Order, Bachman and MBoldt hereby assign to BOLDT all right, title and interest in and to the Rubba Ducks Trademark together with the goodwill of the business represented by the said Trademark.

b. U-Order hereby assigns all right, title and interest in and to the Purchased Assets.

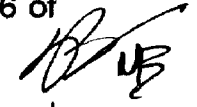
c. U-Order hereby assigns any and all contractual agreements, whether oral or written, with third parties relative to the Purchased Assets, including all of U-Order's rights, duties and obligations with respect thereto; provided that this assignment shall not include and BOLDT does not accept any specific liabilities of U-Order related to such agreements except the expenses and commissions related to the Service Agreement with SunBreak, LLC..

d. U-Order and Bachman hereby agree to execute all documents, give any required testimony and perform any other lawful acts to effect the assignments set forth in this Section 4 and the agreements of the parties as set forth in this Agreement.

5. **Acceptance of Assignment.**

a. BOLDT hereby agrees to and does accept the assignment of the Purchased Assets and the rights, duties and obligations set forth in Section 4 hereof. Unless expressly set forth in this Agreement the assumption by BOLDT of the Purchased Assets shall not include the assumption of any outstanding liabilities, loans or other obligations of U-Order.

b. Upon reasonable notice and during regular business hours, BOLDT hereby grants Bachman the right to audit records relevant to the determination of BOLDT's royalty obligations in connection with the Purchased Assets. Such audit shall be conducted by an independent accounting firm selected by Bachman. Such accounting firm may disclose to Bachman only their conclusions regarding the accuracy and completeness of BOLDT's disclosures related to the Purchased Assets. Such audits will be at Bachman's expense and may not occur more frequently than once annually. If such audit reveals a discrepancy of 3% or greater, then BOLDT is to pay all audit fees plus interest on monies owed at TWELVE PERCENT (12%) per year from the date owed as revealed by the audit. BOLDT shall have the same audit rights and remedies with respect to U-Order in order to determine that U-Order has complied with its obligation in Paragraph 6 of this Agreement.

SECTION 10  


6. **Liquidation of Inventory and Payment to BOLDT.** U-Order agrees, and Bachman and MBoldt shall assist U-Order, to promptly cause its Rubba Ducks inventory to be liquidated at prices agreed to by Bachman and MBoldt. U-Order shall first apply the proceeds of such liquidation to paying any loans or third party obligations related to the manufacture and sale of such inventory.

7. **Authority.** Each of the parties has the full power and authority to enter into, execute and deliver this Agreement, consummate the transactions which are required of them hereunder, and execute instruments or agreements required of any of them hereunder. This Agreement has been duly and validly executed and delivered by and constitutes a valid and binding obligation according to its terms, enforceable against each of the parties in accordance with its terms.

8. **Title.** As of the date of this Agreement, U-Order has good and marketable title to the Purchased Assets; and is transferring these Purchased Assets to BOLDT free and clear of all claims, pledges, liens or other encumbrances of any kind or nature.

9. **Miscellaneous.**

a. **Inventory.** BOLDT may purchase Inventory items at the respective price listed on Exhibit A.

b. **Remedies.** In the event of a breach of the Agreement by any party, the non-breaching parties may pursue any and all remedies available to them under applicable law.

c. **Attorney's Fees.** In the event of any dispute hereunder between the parties hereto, the prevailing party or parties in any litigation instituted hereunder shall be entitled to recover from the non-prevailing party or parties its costs and expenses thereof, including, specifically, its reasonable attorney fees.

d. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals or agreements, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

e. **Successors, Assigns, Etc.** This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

f. **Amendments.** Any and all agreements by the parties amend, change or revise the Agreement shall be binding even if such amendments may lack formal legal consideration, provided such agreements are in writing and executed by the party or parties agreeing to be bound thereby.

g. **Governing Law.** The Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

h. **Execution in Counterparts.** This Agreement may be execute in one or more counterparts, all or which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other party.

j. **Notices.** All notices under this Agreement shall be transmitted to the respective parties, shall be in writing and shall be considered to been duly given or served when personally delivered to any individual party, or on the first day after the date of delivery to a reputable courier service for same or next day delivery; addressed, in either case, to they party at his or its address set forth below, or to such other address as such party may hereafter designate by written notice to the other parties.

- (i) U-Order, to: U-Order, Inc.  
3000 Second Street North  
Minneapolis, MN 55411  
Attention: Scott Bachman
- (ii) Bachman, to: Scott Bachman  
2464 Bridgeview Court  
Mendota Heights, MN 55120
- (iii) BOLDT, to: BOLDT. Entertainment, Inc.  
5867 Oakland Avenue  
Minneapolis, MN 55417  
Attn: Mark Boldt
- (iv) MBoldt, to: Mark Boldt  
5867 Oakland Avenue  
Minneapolis, MN 55417

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the day and year first above written.

**U-Order, Inc.:**

  
\_\_\_\_\_  
Mark Boldt  
Its: CEO

**BOLDT. Entertainment, Inc.:**

  
\_\_\_\_\_  
Mark Boldt  
Its: President

  
\_\_\_\_\_  
Scott Bachman  
Its: CFO

**Mark Boldt:**

  
\_\_\_\_\_  
Mark Boldt, Individually.

**Scott E. Bachman:**

  
\_\_\_\_\_  
Scott Bachman, Individually

**EXHIBIT A**

**RUBBA DUCKS PRODUCT INVENTORY**

The following is the list Rubba Ducks merchandise developed, manufactured and packaged by U-Order prior to December 30, 1999. U-Order has no pending purchase orders or work-in-process for additional merchandise. The quantity is an estimate of the inventory on-hand as of December 29, 1999. An actual physical inventory will be completed on or before January 31, 2000 and reported to BOLDT. BOLDT may purchase from U-Order and resell the inventory at the unit cost listed below:

UPC	PRODUCT DESCRIPTION	QUANTITY	RETAIL PRICE	UNIT COST	EXTENSION
103010	Baseball Cap - Lucky	600	\$ 9.95	\$ 6.25	\$ 3,750.00
103027	Baseball Cap - Ducky D	400	\$ 9.95	\$ 6.25	\$ 2,500.00
103034	Baseball Cap - Daizee	500	\$ 9.95	\$ 6.25	\$ 3,125.00
103041	Baseball Cap - Gray	500	\$ 9.95	\$ 6.25	\$ 3,125.00
000128	Good Good Good CD	4200	\$ 6.95	\$ 1.46	\$ 6,132.00
000142	Good Good Good Cassette	2100	\$ 5.95	\$ 1.09	\$ 2,289.00
104024	Rubba Duck Bag Tags	14500	\$ 1.45	\$ 0.45	\$ 6,525.00
101115	T-Shirt - Lucky (Youth Small)	150	\$ 8.95	\$ 3.41	\$ 511.50
101122	T-Shirt - Lucky (Youth Medium)	300	\$ 8.95	\$ 3.41	\$ 1,023.00
101139	T-Shirt - Lucky (Youth Large)	500	\$ 8.95	\$ 3.41	\$ 1,705.00
101146	T-Shirt - Lucky (Adult Medium)	400	\$ 8.95	\$ 3.41	\$ 1,364.00
101153	T-Shirt - Lucky (Adult Large)	200	\$ 8.95	\$ 3.41	\$ 682.00
101160	T-Shirt - Lucky (Adult X-Large)	100	\$ 8.95	\$ 3.41	\$ 341.00
101214	T-Shirt - Ducky D (Youth Small)	200	\$ 8.95	\$ 3.41	\$ 682.00
101221	T-Shirt - Ducky D (Youth Medium)	300	\$ 8.95	\$ 3.41	\$ 1,023.00
101238	T-Shirt - Ducky D (Youth Large)	550	\$ 8.95	\$ 3.41	\$ 1,875.50
101245	T-Shirt - Ducky D (Adult Medium)	450	\$ 8.95	\$ 3.41	\$ 1,534.50
101252	T-Shirt - Ducky D (Adult Large)	200	\$ 8.95	\$ 3.41	\$ 682.00
101269	T-Shirt - Ducky D (Adult X-Large)	100	\$ 8.95	\$ 3.41	\$ 341.00
101818	T-Shirt - Good Good Good (Youth Small)	50	\$ 8.95	\$ 4.51	\$ 225.50
101825	T-Shirt - Good Good Good (Youth Medium)	150	\$ 8.95	\$ 4.51	\$ 676.50
101832	T-Shirt - Good Good Good (Youth Large)	250	\$ 8.95	\$ 4.51	\$ 1,127.50
101849	T-Shirt - Good Good Good (Adult Medium)	150	\$ 8.95	\$ 4.51	\$ 676.50
101856	T-Shirt - Good Good Good (Adult Large)	100	\$ 8.95	\$ 4.51	\$ 451.00
101863	T-Shirt - Good Good Good (Adult X-Large)	50	\$ 8.95	\$ 4.51	\$ 225.50
101313	T-Shirt - Daizee (Youth Small)	200	\$ 8.95	\$ 3.41	\$ 682.00
101320	T-Shirt - Daizee (Youth Medium)	300	\$ 8.95	\$ 3.41	\$ 1,023.00
101337	T-Shirt - Daizee (Youth Large)	450	\$ 8.95	\$ 3.41	\$ 1,534.50
101344	T-Shirt - Daizee (Adult Medium)	375	\$ 8.95	\$ 3.41	\$ 1,278.75
101351	T-Shirt - Daizee (Adult Large)	250	\$ 8.95	\$ 3.41	\$ 852.50
101368	T-Shirt - Daizee (Adult X-Large)	50	\$ 8.95	\$ 3.41	\$ 170.50
101412	T-Shirt - Gray (Youth Small)	25	\$ 8.95	\$ 4.51	\$ 112.75
101429	T-Shirt - Gray (Youth Medium)	400	\$ 8.95	\$ 4.51	\$ 1,804.00
101436	T-Shirt - Gray (Youth Large)	500	\$ 8.95	\$ 4.51	\$ 2,255.00
101443	T-Shirt - Gray (Adult Medium)	400	\$ 8.95	\$ 4.51	\$ 1,804.00
101450	T-Shirt - Gray (Adult Large)	250	\$ 8.95	\$ 4.51	\$ 1,127.50
101467	T-Shirt - Gray (Adult X-Large)	50	\$ 8.95	\$ 4.51	\$ 225.50
106011	Rubba Duck - Lucky	4500	\$ 5.95	\$ 1.67	\$ 7,515.00
106028	Rubba Duck - Ducky D	4500	\$ 5.95	\$ 1.90	\$ 8,550.00



106035	Rubba Duck - Daizee	4500	\$	5.95	\$	1.73	\$	<b>7,785.00</b>
106042	Rubba Duck - Gray	4500	\$	5.95	\$	1.70	\$	<b>7,650.00</b>
106066	Rubba Duck - Sitting	5000	\$	5.95	\$	1.94	\$	<b>9,700.00</b>
105014	Rubba Duck Stickers - 30 Pak	26000	\$	1.45	\$	0.36	\$	<b>9,360.00</b>
105021	Rubba Duck Stickers - 4 Pak	23500	\$	1.45	\$	0.38	\$	<b>8,930.00</b>
105038	Duck Tattoos - 4 Pak	12000	\$	0.95	\$	0.31	\$	<b>3,720.00</b>
-----	Chromatek 3D Glasses	13500	\$	0.95	\$	0.60	\$	<b>8,100.00</b>
	Total Inventory.....							<b><u><u>\$126,773.00</u></u></b>

## EXHIBIT B

# CONSULTING AGREEMENT

This Consulting Agreement is made and entered into as of the 30th Day of December, 1999, by and between BOLDT Entertainment, Inc., a Minnesota Corporation having its principal place of business at 5867 Oakland Avenue, Minneapolis, MN 55417 ("BOLDT") and Scott E. Bachman, an individual residing at 2464 Bridgeview Court, Mendota Heights, MN 55120 ('Bachman').

**WHEREAS**, pursuant to the provisions of an Asset Purchase Agreement, dated December 30, 1999, by and between U-Order, Inc., Bachman, Mark Boldt and BOLDT, U-Order agreed to sell and BOLDT agreed to purchase certain assets of U-Order, Inc. as more fully defined in the Asset Purchase Agreement as the Purchased Assets;

**WHEREAS**, Bachman has certain expertise in the areas of marketing, public relations, accounting and management;

**WHEREAS**, BOLDT is desirous of utilizing the skills of Bachman after the closing of the sale and acquisition of the Purchased Assets;

**WHEREAS**, BOLDT requires as a condition of the execution of this Agreement that Bachman agrees not to compete with BOLDT with regards to the Purchased Assets; and

**WHEREAS**, BOLDT and Bachman are desirous of entering into this Consulting Agreement to retain the services of Bachman and to pay for Bachman's expertise.

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual covenants contained herein, BOLDT and Bachman hereby agree as follows:

1. **Term.** This Consulting Agreement will become effective on December 29, 1999 and will continue in effect until December 31, 2004 ('Term').
2. **Retention of Consultant.** BOLDT hereby retains Bachman pursuant to the Term of this Consulting Agreement to perform the services set forth in Section 3 below for the consideration set forth in Section 11 below.
3. **Specific Services.** Bachman, subject to his reasonable availability, shall perform agreed upon services as requested from time to time by the President of BOLDT in connection with marketing, financial analysis, public relations and services related to the Purchased Assets ('Services').
4. **Method of Performing Services.** BOLDT shall not in any way exercise any control or direction over the time or method by which Bachman shall exercise his judgement and perform his duties and obligations in performing the Services. Bachman has no obligation to work any particular hours or days or particular number of hours or days in any given week or month, provided that Bachman performs the services required under this Agreement.

5. **Place of Performance.** Bachman shall perform the Services at his own work place or at such other place as shall be agreed by BOLDT and Bachman, and Bachman shall be responsible for all of his own office and business related expenses with respect to the performance of such Services.

6. **Work Made for Hire.** The parties acknowledge that all Services are being completed and created at the instance of BOLDT, and agree that all Services shall be deemed a work made for hire under the United States copyright laws, and that BOLDT shall have the unlimited right to supervise and control Bachman and to direct Bachman as to all creative aspects of Bachman's Services. BOLDT shall have the right to use all or any part of the Services provided by Bachman, or none of the Services, as it sees fit. In the event Bachman's services are not deemed work for hire, Bachman hereby assigns to BOLDT all right, title and interest in the results and proceeds of Bachman's Services hereunder.

7. **Death or Disability of Consultant.** In the event of the death or disability of Bachman, the obligations to perform the Services hereunder by Bachman shall terminate. However, BOLDT shall continue to be obligated to pay the royalties referenced in Section 11(b) below to Bachman, or his designee, through the term of this Consulting Agreement.

8. **Non-Competition Agreement.** In order to further insure that BOLDT receives the expected benefits of acquiring the Purchased Assets, BOLDT and Bachman agree that throughout the Term of this Consulting Agreement, Bachman shall not at any time develop, market or sell Rubba Ducks or a similar product without BOLDT's written permission.

9. **Non-Disclosure.** Bachman shall not, during the Term of this Consulting Agreement, or for a period of one (1) after the termination of this Consulting Agreement, disclose any confidential or proprietary information of BOLDT to any person, firm, corporation, partnership, association, or other entity for any reason or purpose whatsoever nor shall Bachman make use of any such confidential or proprietary information for Bachman's benefit or for the benefit of any other person, firm, corporation or other entity except BOLDT.

10. **Certain Remedies.** Bachman hereby specifically acknowledges and agrees that Section 8 and 9 are reasonable and necessary to ensure that BOLDT receives the expected benefits of acquiring the Purchased Assets and that violation of these Sections may harm BOLDT to such an extent that monetary damage alone would be an inadequate remedy. Therefore, in the event of any breach, violation or threat thereof by Bachman of Sections 8 or 9, BOLDT shall be entitled to an injunction restraining such breach, violation or threat thereof, in addition to any and all other remedies to which BOLDT would otherwise be entitled. If any provision or application of Sections 8 or 9 are held unlawful or unenforceable in any respect, such provision shall be revised in a manner that renders it lawful and enforceable to the fullest extent possible.

11. **Compensation.**

a. **Initial Payment.** In consideration for the Services to be performed by Bachman, BOLDT agrees to pay Bachman, on January 3, 2000, the sum of Sixty Thousand Dollars (\$60,000). Bachman acknowledges that he is an independent contractor under this Agreement and is responsible for all taxes on amounts paid to him under this Agreement.

b. **Royalty.** In addition to the initial payment set forth above, BOLDT agrees to pay Bachman Four Percent (4%) of the revenue received by BOLDT from its exploitation of the Purchased Assets. BOLDT shall report and pay the corresponding royalty to Bachman on a quarterly basis. The first quarterly report and applicable royalty payment is due on or before April 20, 2000 for the first calendar quarter of the year 2000. Each subsequent report and applicable royalty payment shall be due on or before the 20<sup>th</sup> day following each calendar quarter throughout the Term of this Consulting Agreement.

c. **Withholding/Other Benefits.** As Bachman is an independent contractor for purposes of this Agreement, BOLDT shall not deduct any amount for withholding, unemployment, social security, or other taxes for Bachman as it would in the case of an employee, nor shall Bachman have any claim under this Agreement for sick leave, vacation pay, retirement benefits or employee benefits of any kind.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals or agreements, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

13. **Successors, Assigns, Etc.** This Consulting Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither BOLDT nor Bachman may assign its rights or delegate its obligations under this Consulting Agreement without the express prior written consent of the other. Nothing in this Consulting Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. **Independent Status.** The parties hereto agree that Bachman is an independent contractor and shall not be considered an employee or agent for BOLDT for any purpose whatsoever. Bachman agrees not to imply or state to any third parties or entities that he is an employee of BOLDT or affiliated with BOLDT in any capacity, except as an independent contractor. Bachman assumes full responsibility for his actions while performing the Services under this Agreement.

15. **Governing Law.** The Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

16. **Attorney's Fees.** If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in additions to any other relief to which it or they may be entitled, from the non-prevailing party.

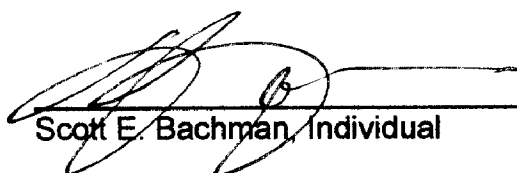
17. **Counterparts and Execution.** This Consulting Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Each person executing this Consulting Agreement on behalf of a party hereto represents and warrants that it or he is duly and validly authorized to do so on behalf of such party, with full right and authority to exercise this Consulting Agreement and bind such party with respect to all of the obligations hereunder.

18. **Notices.** All notices under this Consulting Agreement shall be transmitted to the respective party, shall be in writing and shall be considered to been duly given or served when personally delivered to the other party, or on the first day after the date of delivery to a reputable courier for next day delivery; addressed, in either case, to the party at his or its address set forth below, or to such address to such other address as such party may hereafter designate by written notice to the other party.

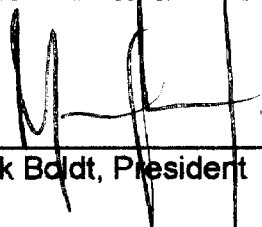
- (i) Bachman, to: Scott Bachman  
2464 Bridgeview Court  
Mendota Heights, MN 55120
- (ii) BOLDT, to: BOLDT. Entertainment, Inc.  
5867 Oakland Avenue  
Minneapolis, MN 55417  
Attn: Mark Boldt

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Consulting Agreement effective as of the day and year first above written.

**Scott E. Bachman:**

  
\_\_\_\_\_  
Scott E. Bachman, Individual

**BOLDT. Entertainment, Inc.:**

  
\_\_\_\_\_  
Mark Boldt, President



# US PATENT & TRADEMARK OFFICE

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<b>Word Mark</b>	<i>RUBBA DUCKS</i>
<b>Owner Name</b>	(APPLICANT) U-Order, Inc.
<b>Owner Address</b>	3000 N. 2nd Street Minneapolis MINNESOTA 55411 CORPORATION MINNESOTA
<b>Attorney of Record</b>	George A. Leone
<b>Serial Number</b>	75-634803
<b>Filing Date</b>	02/03/1999
<b>Design Search Code</b>	26.11.21; 26.11.27
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Register</b>	SUPPLEMENTAL
<b>Type of Mark</b>	TRADEMARK
<b>Amended Supplemental Registration</b>	08/18/1999
<hr/>	
<b>International Class</b>	025
<b>Goods and Services</b>	Clothing, namely shirts; DATE OF FIRST USE: 1998.09.10; DATE OF FIRST USE IN COMMERCE: 1998.09.10
<hr/>	



(1 of 1)

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RECORDED: 01/21/2000

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