

07-31-2000

7.6.00

Form PTO-1594

1-31-92



SHEET

U.S. DEPARTMENT OF COMMERCE
PATENT and TRADEMARK OFFICE

101418708

Y

To the Honorable Commissioner of the attached original documents or copy thereof.

1. Name Conveying party(ies):

Norton Motorcycles, Inc.
Norton Motors International, Inc.

- Individual(s)
- General Partnership
- Corporation - State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached ?

- yes
- no

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

Name: *Don Shiff*
Internal Address: *c/o Sean Shiff*
Skolnick & Associates
80 S 8th Street, #4408
Minneapolis MN 55402

Street Address: *same as above*

City: _____ State: _____ Zip: _____

- Individual(s) citizenship USA
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State _____
- Other _____

If assignee is not domiciled in the U.S., a domestic representative is attached

- Yes
- No

Additional name(s) address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date 11/30/98 +
12/4/98

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

A. Trademark Application No.(s)

75-463824

B. Trademark Registration No.(s)

2084188

Additional numbers attached? yes no

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

Kampf & Associates, P.A.
901 Foshay Tower
821 Marquette Avenue
Minneapolis, MN 55402

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(attached duplicate of this page if paying by deposit account)

n/a

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

Nathan R Jordan
(name of person signing)

NJR
Signature

3/29/00
Date

Total number of pages including cover sheet, attachments, and documents: _____

OMB No. 0651-011 (exp. 4/94)

07/31/2000 DNGUYEN 00000061 75463824

01 FC:481

40.00 00

Do not detach this portion

Mail document to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002110 FRAME: 0614

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of DONALD F. SHIFF the principal sum of \$50,000 (USD) with accrued interest at 10% per annum ON DEMAND anytime requested by the holder hereof.

Each maker, co-maker, endorser, surety and guarantor, if any, hereby guarantees the payment of this Note, and waives demand, presentment, protest or notice of dishonor and agrees to pay all costs of collection, including a reasonable attorney's fee, in the event payment hereof shall not be made on demand.

This Promissory Note is secured by a pledge of the undersigned of the following assets:

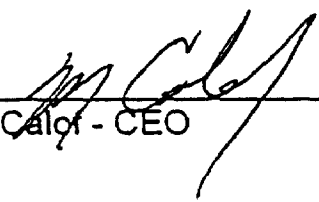
The undersigned hereby grants to DONALD F. SHIFF as collateral a Security interest in and to the following properties:

All technology and prototype development of motorcycle models currently being developed by the undersigned, including (i) the rights to manufacture and market such motorcycles at the discretion of the secured party, and (ii) all engines, and (iii) all Norton and other trademarks owned by the undersigned.

The undersigned hereby warrants that the foregoing collateral is owned by the undersigned free and clear of any mortgages, liens or other encumbrances. In the event of default by the undersigned on this Note, Lender shall have the rights of a secured party under the Uniform Commercial Code (UCC). This pledge secures full payment and performance of all obligations of the undersigned hereunder.

EXECUTED AS OF THE 4th day of December, 1998.

NORTON MOTORS INTERNATIONAL INC.

By: 
Myron Calof - CEO



TRADEMARK

REEL: 002110 FRAME: 0615

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of DONALD F. SHIFF the principal sum of \$50,000 (USD) with accrued interest at 10% per annum ON DEMAND anytime requested by the holder hereof.

Each maker, co-maker, endorser, surety and guarantor, if any, hereby guarantees the payment of this Note, and waives demand, presentment, protest or notice of dishonor and agrees to pay all costs of collection, including a reasonable attorney's fee, in the event payment hereof shall not be made on demand.

This Promissory Note is secured by a pledge of the undersigned of the following assets:

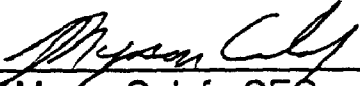
The undersigned hereby grants to Donald F. Shiff as collateral a Security interest in and to the following properties:

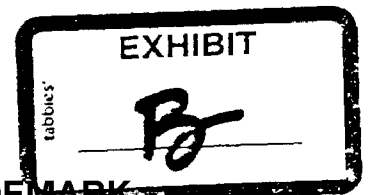
All technology and prototype development of motorcycle models currently being developed by the undersigned, including (i) the rights to manufacture and market such motorcycles at the discretion of the secured party, and (ii) all engines, and (iii) all Norton and other trademarks owned by the undersigned.

The undersigned hereby warrants that the foregoing collateral is owned by the undersigned free and clear of any mortgages, liens or other encumbrances. In the event of default by the undersigned on this Note, Lender shall have the rights of a secured party under the Uniform Commercial Code (UCC). This pledge secures full payment and performance of all obligations of the undersigned hereunder.

EXECUTED AS OF THE 30th day of November, 1998.

NORTON MOTORS INTERNATIONAL INC.

By: 
Myron Calof - CEO



TRADEMARK

REEL: 002110 FRAME: 0616



STATE OF MINNESOTA
UCC-1 FINANCING STATEMENT

Filing
Office

N

2087905

98 DEC -2 PM 3:15
SEC. OF STATE
MINNESOTA

This statement is presented for filing pursuant to Minnesota Uniform Commercial Code Minnesota Statutes Chapter 328.0-102 (Type in Black Ink)

1. Individual Debtor - Last Name		First Name	Middle I.
Social Security #	Mailing Address		
City	State	Zip Code	
2. Individual Debtor - Last Name		First Name	Middle I.
Social Security #	Mailing Address		
City	State	Zip Code	
3. Business Debtor - Name			

NORTON MOTORS INTERNATIONAL INC.			
Reg. ID #	Mailing Address		
41-1A2R797	14252 - 23rd Avenue, North		
City	State	Zip Code	
PLYMOUTH	MN	55447	

4. Secured Party Name		5. Assignee of Secured Party	
Donald E. Shiff			
Mailing Address		Mailing Address	
6400 Flying Cloud Drive			
City	State	Zip Code	City
Eden Prairie	MN	55344	

6. This financing statement covers the following types or items of property. (If assets are covered describe the real estate and list the name of record owner.)

All technology and prototype development of motorcycle models currently being developed by Debtor, including (i) the rights to manufacture and market such motorcycles at the discretion of the secured party, and (ii) all engines, and (iii) all Norton and other trademarks owned by Debtor.

Additional Secured Party is identified in attachment hereto.

SEE OVERSIZED FILE
229 1165

Debtor is a nonresident entity as defined by Minnesota Statute Chapter 328.0 - 100

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

Norton Motors International Inc.

MR. WILLIAM G. THORNTON
Larkin, Hoffman, Daly & Lindgren, Ltd.
1500 Northwest Financial Center
7900 Korvex Avenue South
Bloomington, Minnesota 55431

Per: Mary C. Lator
Debtor's Signature (Required in Most Cases see Instructions)

Donald E. Shiff
Debtor's Signature

Donald E. Shiff
Secured Party's Signature

Please do not type outside the bordered area. (06620818 Rev 6/93) Standard Form Approved by Secretary of State

097615





STANDARD FORM
STATE OF MINNESOTA
UCC-3 STATEMENT OF
CONTINUATION, ASSIGNMENT, RELEASE, ETC.

For
Filing
Officer

21481521

This statement is presented for filing pursuant to *Minnesota Uniform Commercial Code Minnesota Statutes Chapter 336.9-402* (Type in Black Ink)

1. Original Financing Statement No. 2087905	Original Filing Date 12/02/98
2. DEBTOR (Name and Address) Norton Motors International Inc. 14292 - 23rd Avenue North Plymouth, MN 55447	3. SECURED PARTY (Name and Address) Donald F. Shiff 6400 Flying Cloud Drive Eden Prairie, MN 55344

99 JUL 19 AM 8:00
SECT OF STATE
MINNESOTA

The financing statement described above is changed to show a(n): (Please one function per form with the exception of amendment)

- 4. CONTINUATION the original financing statement bearing the file number shown above is continued for an additional 5 years. The original statement is still effective.
- 5. AMENDMENT the original financing statement bearing the file number shown above is amended as described in BOX 10. See instruction 5 on the reverse side for additional information.
- 6. TOTAL ASSIGNMENT all of the secured party's rights under the original financing statement have been assigned to the assignee whose name and address appear in BOX 10.
- 7. PARTIAL ASSIGNMENT some of the secured party's rights have been assigned to the Assignee whose name and address appear in BOX 10. A description of the collateral subject to the assignment must also be given.
- 8. PARTIAL RELEASE the secured party releases the collateral described in BOX 10 but retains a security interest in the original financing statement bearing the file number shown above.
- 9. TERMINATION the secured party of record no longer claims a security interest under the financing statement bearing the file number shown above.

10. Change Debtor name from Norton Motors International Inc. to Norton Motorcycles, Inc. Tax identification number 84-1036901.

678249

RETURN ACKNOWLEDGMENT COPY TO: (name and address)

Todd F. Bassinger
Duckson & Carlson, LLC
10 South Fifth Street
Suite 200
Minneapolis, Minnesota 55402

Norton Motorcycles, Inc.
By: [Signature]
Debtor Signature
[Signature] 243-1574
Secured Party Date
Donald F. Shiff
Approved by Secretary of State of Minnesota

Please do not type inside the bracketed area

www.B170W 5/93

FILING OFFICER COPY - ALPHABETICAL

EXHIBIT
3



STATE OF MINNESOTA
UCC-1 FINANCING STATEMENT

This statement is prepared for filing pursuant to Minnesota Uniform Commercial Code Minnesota
Statute Chapter 336.3-103 (Type in Black Ink)

20891111

99 DEC 27 PM 3:05

SEC. OF STATE
MINNESOTA

Individual Debtor - Last Name		First Name		Middle I.	
Social Security #		Mailing Address			
City		State	Zip Code		
Individual Debtor - Last Name		First Name		Middle I.	
Social Security #		Mailing Address			
City		State	Zip Code		
Business Debtor - Name NORTON MOTORS INTERNATIONAL INC.					
Fed. ID #		Mailing Address			
41-1828797		14252 - 23rd Avenue, North			
City PLYMOUTH		State MN	Zip Code 55447		
Secured Party Name GLOBAL COIN CORPORATION			I. Assignee of Secured Party		
Mailing Address Standard Building, Main Level, 510 W. Hastings			Mailing Address		
City Vancouver, British Columbia	State BC	Zip Code V6B 1L8	City	State	Zip Code

This financing statement covers the following types or items of property. (If crops are covered describe the real estate and list the name of record owner.)

All technology and prototype development of motorcycle models currently being developed by Debtor, including (i) the rights to manufacture and market such motorcycles at the discretion of the secured party, and (ii) all engines, and (iii) all Norton and other trademarks owned by Debtor.

This is one of the attachments referred to on the UCC-1 Financing Statement naming Donald Hoff as Secured Party.

Debtor is a financing entity
as defined by Minnesota Statute Chapter 336.3-103

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

MR. WILLIAM G. THORNTON
Larkin, Hoffman, Daly & Lindgren, Ltd.
1500 Northwest Financial Center
7900 Xerxes Avenue South
Bloomington, Minnesota 55431

NORTON MOTORS INTERNATIONAL INC.

PER: *[Signature]*
Debtor's Signature
(Required in Most Cases see instructions)

PER: *[Signature]*
Secured Party's Signature

Please do not type outside the bracketed area.
(04826816 Rev 5/93) Standard Form Approved by Secretary of State

EXHIBIT
4

2169672



STANDARD FORM
STATE OF MINNESOTA
UCC-3 STATEMENT OF
CONTINUATION, ASSIGNMENT, RELEASE, ETC.

For
Filing
Officer

99 OCT 14 AM 9:45

SEC. OF STATE
MINNESOTA

This statement is presented for filing pursuant to *Minnesota Uniform Commercial Code Minnesota Statutes Chapter 336.9-102* (Type in Black Ink)

1. Original Financing Statement No. 2089116		Original Filing Date 12/07/98
2. DEBTOR (Name and Address) Norton Motors International Inc. 14252 - 23rd Avenue North Plymouth, MN 55447	3. SECURED PARTY (Name and Address) Donald F. Shiff 6400 Flying Cloud Drive Eden Prairie, MN 55344	

The financing statement described above is changed to show a(n): (Please one function per form with the exception of amendment)

- 4. CONTINUATION the original financing statement bearing the file number shown above is continued for an additional 5 years. The original statement is still effective.
- 5. AMENDMENT the original financing statement bearing the file number shown above is amended as described in BOX 10. See instruction 5 on the reverse side for additional information.
- 6. TOTAL ASSIGNMENT all of the secured party's rights under the original financing statement have been assigned to the assignee whose name and address appear in BOX 10.
- 7. PARTIAL ASSIGNMENT some of the secured party's rights have been assigned to the Assignee whose name and address appear in BOX 10. A description of the collateral subject to the assignment must also be given.
- 8. PARTIAL RELEASE the secured party releases the collateral described in BOX 10 but retains a security interest in the original financing statement bearing the file number shown above.
- 9. TERMINATION the secured party of record no longer claims a security interest under the financing statement bearing the file number shown above.

10.

Change Debtor name from Norton Motors International Inc. to Norton Motorcycles, Inc. Tax identification number 84-1036901.

SEE OVERSIZE FILE

678249

RETURN ACKNOWLEDGMENT COPY TO: (name and address)

Todd F. Passinger
Duckson & Carlson, LLC
10 South Fifth Street
Suite 300
Minneapolis, Minnesota 55402

Norton Motorcycles, Inc. 245 3308

BY: [Signature]
Debtor Signature

[Signature]
Secured Party
Donald F. Shiff Date

Please do not type outside the bracketed area
030246

Approved by Secretary of State of Minnesota

① 3 Page

EXHIBIT
5