

07-31-2000

2-6-00

Form PTO-1594

1-31-92



SHEET

U.S. DEPARTMENT OF COMMERCE

PATENT and TRADEMARK OFFICE

Y

To the Honorable Commissioner of

101418705

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: NMI Investments, LLC
Internal Address: 18370 Nicklaus Way
Eden Prairie, MN 55347

Street Address: same as above

City: State: Zip:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State Minnesota
- 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 6/23/99

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 Riordan
(name of person signing)

Nathan Riordan
Signature

6/29/00
Date

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

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

07/31/2000 DNGUYEN 00000063 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: 002111 FRAME: 0963

Sent By: HP LaserJet 3100;
10/102

612 894 9887;

Jun-30 1:28PM;

Page 2

0000 0828103

A. I. G.

NORTON

0003/014

TERM SHEET
BRIDGE LOAN FACILITY

JUNE 23rd, 1999

Borrower: Norton Motorcycles, Inc.[the "Borrower"]
Loan Amount: \$1,000,000 USD
Purpose: general working capital.
Term: approximately 12 months ending July 31st, 2000,
renewable at the option of the Borrower for a
further 12 months on payment of a \$10,000
renewal fee.
Interest: 12 percent per annum, calculated and payable
monthly on the last day of each calendar month of
the Term.

Additional Consideration: 5 percent of the Loan Amount [i.e. \$50,000] shall
be awarded to the Lender in the form of \$4.00
warrants to purchase common stock. These
warrants shall be exercisable for two years and
shall be issued to the Lender concurrent with the
advance of the Loan Amount.

Repayment: Interest only during the Term of the Loan, payable
on the last day of each calendar month of the Term.
The entire Loan Amount shall be payable in full on
the last day of the Term.

Prepayment: The Loan shall be prepayable at any time, however
with an interest bonus on the then outstanding
balance of the Loan Amount equal to the lesser of

EMK
ST

2/

EXHIBIT
D

Sent By: HP LaserJet 3100;

612 684 9897; 0004 6828183

Jun-30- 1:29PM;

Page 3

A. I. G.

NORTON

003/014

(i) 90 days interest on said outstanding balance or
(ii) the interest that would have been payable under
the Loan for the number of days remaining in the
Term at the time of such prepayment.

Security:

A secured promissory note, with collateral therefor
to be all technology and prototype development of
motorcycle models currently being developed by
the Borrower Norton Motorcycles, Inc. including
[i] the right to manufacture and market such
motorcycles at the discretion of the Lender, [ii] all
engines and [iii] all Norton and other trade marks
owned by the Borrower, together with the
appropriate form of registered UCC-1 Financing
Statement, which collateral is subject to certain
prior similar charges securing a total of \$200,000.
Concurrent with the advance of the Loan Amount
the Borrower shall deliver directors resolutions and
other documents of corporate authority necessary
to authorize and ratify the foregoing warrants,
secured promissory note and UCC-1 Financing
Statement.

Reporting:

The Borrower shall submit to the Lender within 30
days of each month end during the term its
internally prepared financial statements for the
previous month, and immediately following
preparation thereof copies of all audited and
unaudited financial statements of the Borrower.

Events of Default:

The Loan shall become fully due and payable
immediately in the event that:

[i] the Borrower fails to pay interest or any other
payment on account of the Loan within ten days
after written notice of default respecting such
payment; or

[ii] the Borrower makes any assignment for the

3/

Sent By: HP LaserJet 3100;

612 894 8887;

Jun-30- (1:29PM;

Page 4

6826103

A.I.G.

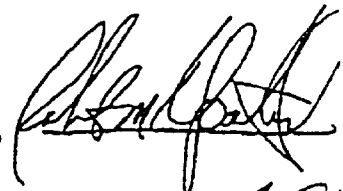
NORTON

0004/014

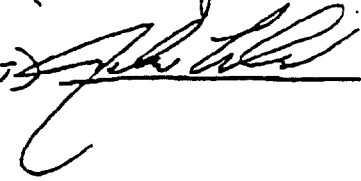
benefit of creditors or makes a petition or application to a tribunal for the appointment of a trustee in bankruptcy or receiver of its assets, or commences proceedings under any bankruptcy, insolvency or similar statute.

Funding Date: The undersigned Lender agrees to advance the Loan Amount to the Borrower in accordance with the terms hereof, \$250,000 on June 28, 1999 and the balance on July 2nd, 1999.

Executed this day of June, 1999.

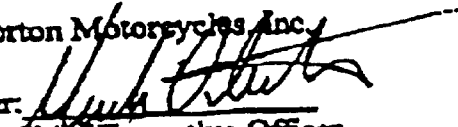
NMI INVESTMENTS, LLC BY R. KILPATRICK (PRESIDENT) 

LENDER

BY J. TASTRO (EX-V. PRESIDENT) 

ACCEPTANCE

AGREED TO AND ACCEPTED this 30 day of June, 1999.

Norton Motorcycles Inc.
Per: 
Chief Executive Officer

BORROWER

41



STATE OF MINNESOTA
UCC-1 FINANCING STATEMENT

For Filing Officer **2180150**

99 NOV 24 AM 10:50

SEC. OF STATE
MINNESOTA

This statement is presented for filing pursuant to Minnesota Uniform Commercial Code Minnesota Statutes Chapter 336.9-402 (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 Motorcycles, Inc.			
Fed. ID # 84-1036901		Mailing Address 14252 - 23rd Avenue North	
City Plymouth		State MN	Zip Code 55447

4. Secured Party Name NMI Investments, Inc.			5. Assignee of Secured Party		
Mailing Address 18370 Nicklaus Way			Mailing Address		
City Eden Prairie	State MN	Zip Code 55347	City	State	Zip Code

6. This financing statement covers the following types or items of property. (If crops are covered describe the kind of crops and list the name of named 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.

Debtor is a financing utility **247 3570**
as defined by Minnesota Statutes Chapter 336.5 - 105

RETURN ACKNOWLEDGEMENT COPY TO: (Name and address)

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

[Signature] **NORTON**
Debtor's Signature **CEO MOTORCYCLES, INC.**
(Required in Most Cases see instructions)

[Signature]
Secured Party's Signature **034169**

Please do not type outside the bracketed area.
(04020818 Rev 6/03) Standard Form Approved by Secretary of State

EXHIBIT
8