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TRADEMARKS ONLY

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

1. Name of conveying party: Dynojet Research, Inc. 200 Arden Drive Belgrade, Montana 59714 <input checked="" type="checkbox"/> Corporation of Delaware	2. Name and address of receiving party: Dynojet Acquisition Company 200 Arden Drive Belgrade, Montana 59714 <input checked="" type="checkbox"/> Corporation of Delaware
3. Nature of conveyance: Stock Purchase Agreement Execution Date: August 18, 2000	4. Trademark Registration/Application Nos.: 1,614,772; 2,008,258; 2,171,725; 2,225,763; 2,225,771; 2,225,787; 2,308,928; 76/006,680
5. Name and address of party to whom correspondence concerning document should be mailed: Kristen E. Mollnow, Esq. Nixon Peabody LLP Clinton Square, P.O. Box 1051 Rochester, New York 14603	6. Total number of Registrations/Applications involved: 8
7. Total fee (37 CFR 3.41) \$215 <input checked="" type="checkbox"/> \$215 Check is enclosed.	8. Deposit Account Number: 14-1138 <input checked="" type="checkbox"/> Charge any additional fees to account.
DO NOT USE THIS SPACE 215	

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true and correct copy of an excerpt from the original document.

Kristen E. Mollnow
Kristen E. Mollnow, Esq.

August 24, 2000
Date

[Total number of pages including Cover Sheet and Stock Purchase Agreement: 32]

09/19/2000 DNGUYEN 00000280 1614772

01 FC:481	40.00 OP
02 FC:482	75.00 OP
03 FC:998	5.00 OP

R424673.1

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REEL: 002141 FRAME: 0789

EXECUTION COPY

STOCK PURCHASE AGREEMENT
by and among
DYNOJET ACQUISITION COMPANY
and
THE SECURITY HOLDERS OF
DRI HOLDINGS, INC. NAMED HEREIN

Dated as of August __, 2000

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of this ____ day of August, 2000, is by and among DYNOJET ACQUISITION COMPANY, a Delaware corporation (the "Buyer"), and each of the security holders of DRI HOLDINGS, INC., a Delaware corporation ("Holdings"), listed on the signature pages to this Agreement (collectively, the "Security Holders").

RECITALS

A. The Security Holders are the registered and beneficial owners of all of the issued and outstanding shares (the "Shares") of the common stock, without par value, of Holdings ("Common Stock") and certain securities exercisable for shares of Common Stock;

B. Holdings is the registered and beneficial owner of all of the issued and outstanding shares of the capital stock of Dynojet Research, Inc., a Delaware corporation ("Dynojet"); and

C. The Security Holders desire to sell to the Buyer, and the Buyer desires to purchase from the Security Holders, all of the Shares, subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: DEFINITIONS

"Affiliate" of any Person means any person directly or indirectly controlling, controlled by, or under common control with, any such Person and any officer, director or controlling person of such Person.

"Ancillary Agreements" means the Escrow Agreement, the Non-Competition Agreements, and each agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Buyer or any of the Security Holders in connection with the consummation of the transactions contemplated by this Agreement, in each case only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

"Agreement" has the meaning set forth in the preamble.

"Arbitration Firm" has the meaning set forth in Section 2.3(b).

"Borrowing Base" has the meaning set forth in that certain Credit Agreement by and among the Buyer, Dynojet Holding Company, the Subsidiary Guarantors party thereto, the Lenders party thereto and IBJ Whitehall Bank and Trust Company.

"Buyer" has the meaning set forth in the preamble.

"Claims Notice" has the meaning set forth in Section 7.2(a).

"Closing Working Capital" has the meaning set forth in Section 2.3(a).

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" has the meaning set forth in the recitals.

"Companies" means, collectively, Holdings, Dynojet and International.

"Contracts" means all contracts, agreements (including, without limitation, employment and non-competition agreements), leases (whether real or personal property), commitments, instruments, guarantees, bids, orders and proposals.

"Controlled Group" has the meaning set forth in Section 4.14(a).

"Dispute Notice" has the meaning set forth in Section 6.1.

"Dynojet" has the meaning set forth in the recitals.

"Earnout Threshold" has the meaning set forth in Section 2.4(b).

"EBITDA" means the Buyer's consolidated net income as reflected in its financial statements for the relevant period, excluding any extraordinary gains or losses, and increased by the amount reflected in such financial statements as expenses incurred for interest, income taxes, depreciation, amortization of any intangible assets, amortization of financing or related fees, management or other fees paid to Riverside Partners L.L.C. or its Affiliates, management and professional fees and expenses incurred in connection with acquisitions or attempted acquisitions by the Buyer after the date hereof, but only to the extent that such items were deducted in computing the Company's net income; provided, however, that "EBITDA" shall be adjusted to (a) exclude for any relevant period the appropriate financial items for any Person or business unit of a Person that has been directly or indirectly acquired by the Buyer during such relevant period based on an assumed contribution to EBITDA determined in good faith by the Board of Directors of the Buyer and (b) include for any relevant period the appropriate financial items for any Person or business unit of a Person that has been directly or indirectly disposed of by Buyer during such relevant period based on an assumed contribution to EBITDA determined in good faith by the Board of Directors of the Buyer. With respect to clauses (a) and (b) above, such adjustments shall not take into account any cash or interest expense changes resulting from the incurrence or repayment of Indebtedness arising out of any such acquisition or disposition.

"Employee Plans" has the meaning set forth in Section 4.14(a).

"Employee Options" has the meaning set forth in Section 4.4.

"Employee Option Consideration" means, with respect to each Employee Option, an amount equal to (a) a fraction, the numerator of which is equal to (i) \$18,000,000 minus (ii) the

"Year-End Financial Statements" has the meaning set forth in Section 2.4(a).

ARTICLE 2: PURCHASE AND SALE OF SHARES

2.1 Purchase and Sale of the Shares. Concurrently with the execution of this Agreement, the Buyer shall purchase from the Security Holders, and the Security Holders shall sell, transfer, assign, convey and deliver to the Buyer, all of the Shares, free and clear of any mortgage, pledge, hypothecation, rights of others, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge or similar restrictions or limitations, including any restriction on the right to vote, sell or otherwise dispose of the Shares (collectively, "Liens").

2.2 Purchase Price.

(a) In full consideration for the transfer of the Shares, concurrently with the execution of this Agreement, the Buyer shall pay or cause to be paid, by bank wire transfer of immediately available funds to an account for the benefit of the Security Holders (other than Seacoast), in the proportions set forth on Schedule 2.2(a), designated in writing by the Security Holders Representative, an amount in cash (the "Purchase Price") equal to \$18,000,000 minus (i) any and all outstanding Indebtedness of the Companies immediately prior to the closing of the transactions contemplated hereby, (ii) an amount equal to \$1,800,000 (the "Escrow Amount"), (iii) any and all Selling Expenses; (iv) an amount equal to Warrant Consideration, and (v) an amount equal to the aggregate Employee Option Consideration.

(b) Concurrently with the execution of the Agreement, the Buyer shall pay or cause to be paid (i) an aggregate amount equal to the Escrow Amount into an escrow account pursuant to the terms of the Escrow Agreement, (ii) to the Persons entitled thereto, all of the Selling Expenses and the Indebtedness, which is set forth in the certificate referenced in Section 3.1(j), (iii) to Seacoast, the Warrant Consideration, and (iv) to the Persons entitled thereto, subject to any applicable withholding of Taxes, the Employee Option Consideration.

2.3 Purchase Price Adjustment.

(a) Within 60 days after the date of this Agreement, the Buyer shall prepare and deliver to the Security Holders Representative a consolidated working capital statement (the "Working Capital Statement"), setting forth the calculation of the amount, if any, by which (i) the Companies' consolidated accounts receivable, financing receivables, inventory and prepaid expenses as of the point in time immediately prior to the date of this Agreement exceed (ii) the Companies' consolidated accounts payable and accrued expenses (excluding (A) the Selling Expenses and the Indebtedness set forth in the certificate referenced in Section 3.1(j) and (B) Taxes) as of the point in time immediately prior to the date of this Agreement ("Closing Working Capital"). The Working Capital Statement shall be prepared in accordance with generally accepted accounting principles ("GAAP"), including the principles of preparation set forth on Schedule 2.3(a). Where alternatives exist under GAAP, GAAP shall be applied in a

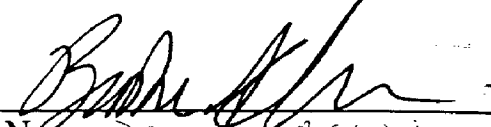
4.17 Licenses and Permits. Schedule 4.17 sets forth a complete and accurate list and description of all licenses, permits and other authorizations of any Governmental Authority held by each of the Companies and used by it in the conduct of its business. Each of the Companies is in compliance with the terms of such licenses, permits and authorizations and there is no pending or threatened termination, expiration or revocation thereof. Except for the licenses, permits, and authorizations set forth and described in Schedule 4.17, there are no licenses, permits or other authorizations, whether written or oral, necessary or required for the conduct of the business of any of the Companies.

4.18 Intellectual Property. Schedule 4.18 sets forth an accurate and complete list of all Intellectual Property. Each of the Companies is the sole and exclusive owner of all right, title and interest in and to its Intellectual Property and has not granted, nor does there exist by implication or operation of law, any license or other right in respect thereof which does or which will, subsequent to the date of this Agreement, permit or enable anyone other than the Buyer or the Companies to use any of the Intellectual Property, and no Person has any rights to utilize any Intellectual Property or sell any products or services which utilize or incorporate, or which were developed utilizing or incorporating, any Intellectual Property, and there is no notice or pending or threatened claim against any of the Companies (and there has not been any such notice or claim) asserting (a) that any of the Intellectual Property infringes or violates the rights of third parties, (b) that any of the Intellectual Property is invalid, (c) that the present or past conduct of the business of any of the Companies infringes or violates any rights of others with respect to any of the Intellectual Property, (d) that any Person has any rights to utilize any of the Intellectual Property or sell any products or devices which utilize or incorporate, or which were developed utilizing or incorporating, any Intellectual Property, or (e) which could, if adversely determined against any of the Companies, adversely affect the Buyer's or the Companies' ability to utilize any of the Intellectual Property, and no basis for any such claim exists. None of the Companies has given any notice to any third parties asserting infringement by such third parties upon any of the Intellectual Property. No contract, agreement of understanding exists which would impede or prevent any of the Companies from selling, assigning, transferring, conveying and delivering to the Buyer the entire right, title and interest of each of the Companies in and to its Intellectual Property. None of the Companies is subject to any bars or other restrictions with respect to its rights to practice under any of the Intellectual Property, and no bars or other restrictions on the rights of any of the Companies to practice under any of the Intellectual Property will be created by, or will, by reason of any action or inaction of any of the Companies before or after the date of this Agreement, exist after the consummation of the transactions contemplated hereby. With respect to each of Dynojet's interactive websites, each of which are listed on Schedule 4.18, Dynojet (i) has obtained the required Universal Resource Locator under the .com and .net domains, and (ii) has maintained adequate computer, data storage, memory, server and other related resources to permit and accommodate currently anticipated traffic levels.

4.19 Insurance. Schedule 4.19 sets forth a true and complete list and brief description (including all applicable premiums and deductibles) of all policies of, and binders evidencing, life, fire, workmen's compensation, product liability, general liability and other forms of insurance, including title insurance, owned or maintained by each of the Companies. Such policies are in full force and effect, and none of the Companies is in default under any of them.

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

DYNOJET ACQUISITION COMPANY

By: 
Name: BROOKE REARDON
Title: PRESIDENT

SEACOAST CAPITAL PARTNERS
LIMITED PARTNERSHIP

By: Seacoast Capital Corporation,
its general partner

By: _____
Name: _____
Title: _____

PETER M. O'NEILL

ARTHUR J. CONLEY

ARNOLD M. MELLK

GIDEON MELLK

JORDAN MELLK

G. ROBERT WILLS

AUG-16-00 WED 10:57 AM

Aug-16-00 10:21

From-PATTON & BOGGS LLP

AUG. -15' 00 (TUE) 11:04

JDRP-NY 4

FAX NO.

2147581550

TEL: 212 755 7306 4

T-179 P.02/02

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P.002

P. 02

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

DEI ACQUISITION COMPANY

By: _____
Name:
Title:

SEACOAST CAPITAL PARTNERS
LIMITED PARTNERSHIP

By: ^{I Advisors, LLC} Seacoast Capital Corporation,
its general partner

By: [Signature]
Name: Thomas W. German
Title: Partner

[Signature]
PETER M. O'NEILL

[Signature]
ARTHUR J. CONLEY

[Signature]
ARNOLD M. MELLK

[Signature]
Attorney in fact for Arnold Mellk

[Signature]
GIDEAN MELLK
[Signature]
Attorney in fact for Jordan Mellk
JORDAN MELLK

[Signature]
G. ROBERT WILLS

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

DRI ACQUISITION COMPANY

By: _____

Name:

Title:

SEACOAST CAPITAL PARTNERS
LIMITED PARTNERSHIP

By: Seacoast Capital Corporation,
its general partner

By: _____

Name:

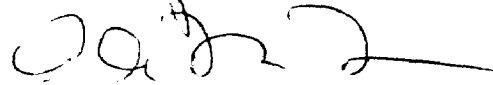
Title:



PETER M. O'NEILL



ARTHUR J. CONLEY



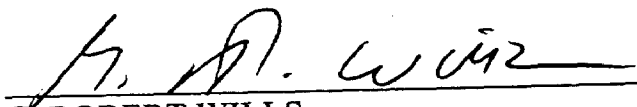
ARNOLD M. MELLK

attorney in fact for Gidian Mellk

GIDIAN MELLK

attorney in fact for Jordan Mellk

JORDAN MELLK



G. ROBERT WILLS

Daniel R Gresham
DANIEL R. GRESHAM

Judith B Gresham
JUDITH B. GRESHAM, CUSTODIAN FOR
BRANT P. GRESHAM

Judith B Gresham
JUDITH B. GRESHAM

RICHARD DEACON HOFMANN

MARY JOAN HOFMANN

RICHARD DEACON HOFMANN, JR.

ELIZABETH ANNE HOFMANN

PATRICIA ANNE HOFMANN

JOHN CHARLES HOFMANN

MARY JOAN HOFMANN, CUSTODIAN
FOR CHRISTOPHER JOSEPH HOFMANN

LAWRENCE C. CALDWELL

DANIEL R. GRESHAM

JUDITH B. GRESHAM, CUSTODIAN FOR
BRANT P. GRESHAM

JUDITH B. GRESHAM

Richard Deacon Hofmann

RICHARD DEACON HOFMANN

Mary Joan Hofmann

MARY JOAN HOFMANN

RICHARD DEACON HOFMANN, JR.

Elizabeth Anne Hofmann

ELIZABETH ANNE HOFMANN

PATRICIA ANNE HOFMANN

JOHN CHARLES HOFMANN

Mary Joan Hofmann, Custodian for Christopher Joseph Hofmann

MARY JOAN HOFMANN, CUSTODIAN
FOR CHRISTOPHER JOSEPH HOFMANN

LAWRENCE C. CALDWELL

DANIEL R. GRESHAM

JUDITH B. GRESHAM, CUSTODIAN FOR
BRANT P. GRESHAM

JUDITH B. GRESHAM

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JOHN CHARLES HOFMANN

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FOR CHRISTOPHER JOSEPH HOFMANN

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BRANT P. GRESHAM

JUDITH B. GRESHAM

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MARY JOAN HOFMANN

RICHARD DEACON HOFMANN, JR.

ELIZABETH ANNE HOFMANN

Patricia Anne Hofmann
PATRICIA ANNE HOFMANN

JOHN CHARLES HOFMANN

MARY JOAN HOFMANN, CUSTODIAN
FOR CHRISTOPHER JOSEPH HOFMANN

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PATRICIA ANNE HOFMANN



JOHN CHARLES HOFMANN

MARY JOAN HOFMANN, CUSTODIAN
FOR CHRISTOPHER JOSEPH HOFMANN

LAWRENCE C. CALDWELL

DANIEL R. GRESHAM

JUDITH B. GRESHAM, CUSTODIAN FOR
BRANT P. GRESHAM

JUDITH B. GRESHAM

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RICHARD DEACON HOFMANN, JR.

ELIZABETH ANNE HOFMANN

PATRICIA ANNE HOFMANN

JOHN CHARLES HOFMANN

MARY JOAN HOFMANN, CUSTODIAN
FOR CHRISTOPHER JOSEPH HOFMANN


LAWRENCE C. CALDWELL

Elizabeth Austell Straight
ELIZABETH AUSTELL STRAIGHT

LAWRENCE FERRACCI

ERALDO FERRACCI

AMY FERRACCI

LAWRENCE FERRACCI

DAVID GLASSBERG

MARY LOU GLASSBERG

MARY LEE GLASSBERG

NICOLE GLASSBERG

HELENE GLASSBERG LIBONATI

ELIZABETH AUSTELL STRAIGHT



LAWRENCE FERRACCI

ERALDO FERRACCI

AMY FERRACCI

LAWRENCE FERRACCI

DAVID GLASSBERG

MARY LOU GLASSBERG

MARY LEE GLASSBERG

NICOLE GLASSBERG

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ELIZABETH AUSTELL STRAIGHT

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AMY FERRACCI

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DAVID GLASSBERG

MARY LOU GLASSBERG

MARY LEE GLASSBERG

NICOLE GLASSBERG

HELENE GLASSBERG LIBONATI

ELIZABETH AUSTELL STRAIGHT

LAWRENCE FERRACCI

ERALDO FERRACCI

Amy Ferracci

AMY FERRACCI

LAWRENCE FERRACCI

DAVID GLASSBERG

MARY LOU GLASSBERG

MARY LEE GLASSBERG

NICOLE GLASSBERG

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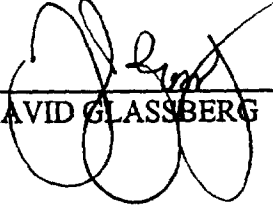
ELIZABETH AUSTELL STRAIGHT

LAWRENCE FERRACCI

ERALDO FERRACCI

AMY FERRACCI

LAWRENCE FERRACCI



DAVID GLASSBERG

MARY LOU GLASSBERG

MARY LEE GLASSBERG

NICOLE GLASSBERG

HELENE GLASSBERG LIBONATI

ELIZABETH AUSTELL STRAIGHT

LAWRENCE FERRACCI

ERALDO FERRACCI

AMY FERRACCI

LAWRENCE FERRACCI

DAVID GLASSBERG

Mary Lou Glassberg
MARY LOU GLASSBERG

MARY LEE GLASSBERG

NICOLE GLASSBERG

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AMY FERRACCI

LAWRENCE FERRACCI

DAVID GLASSBERG

MARY LOU GLASSBERG

MARY LEE GLASSBERG

NICOLE GLASSBERG

Helene Glassberg Libonati
HELENE GLASSBERG LIBONATI

Joseph *Thit*

JOSEPH LIBONATI

JAMES T. FARRELL

JOSEPH LIBONATI

James T. Farrell

JAMES T. FARRELL

**Schedule 4.18
Stock Purchase Agreement**

Intellectual Property

See attached description of intellectual property, copies of logos and patent status reports.

TM CASES for client initials: dyn*

date of report: 04/03/00

CASE	MARK	FILED	S/N	ISSUED	REG	EXPIRE
T1038E	DYNOJET Auto & Motorcycle *	Filed:	S/N: 75/005979	Issued: 10/15/96	Reg: 2008258	EXPIRE 2006
country: US OWNER: Dynojet Research, Inc. Mark used for: GOODS						
T1038D	DYNOJET Class 9 Jet Kits & Parts *	Filed:	S/N: 73/821435	Issued: 09/25/90	Reg: 1614722	EXPIRE 2009
country: US OWNER: Dynojet Research, Inc. Mark used for: GOODS						
T1038A	DYNOJET (WITH CHECKERED FLAG LOGO)	Filed: 01/12/98	S/N: 75/416975	Issued: 02/23/99	Reg: 2225771	EXPIRE 2009
country: US OWNER: Dynojet Research, Inc. Mark used for: GOODS						
T1038B	DYNOJET (WITH CHECKERED FLAG LOGO)	Filed: 01/12/98	S/N: 75/416023	Issued: 02/23/99	Reg: 2225763	EXPIRE 2009
country: US OWNER: Dynojet Research, Inc. Mark used for: GOODS						
T1038C	DYNOJET (WITH CHECKERED FLAG LOGO)	Filed: 01/12/98	S/N: 75/418653	Issued: 02/23/99	Reg: 2225787	EXPIRE 2009
country: US OWNER: Dynojet Research, Inc. Mark used for: GOODS						
T1035	POWER COMMANDER	Filed: 03/24/00	S/N: 76006680	Issued:	Reg:	EXPIRE 2009
OBTAIN SPECIMENS OF MARK country: US OWNER: Dynojet Research, Inc. Mark used for: GOODS						
T1043	SLEDYNO	Filed:	S/N: 75/564656	Issued: 01/18/00	Reg: 2308928	EXPIRE 2010
country: US OWNER: Dynojet Research, Inc. Mark used for: GOODS						
T1029	THUNDERSLIDE	Filed: 07/03/96	S/N: 129684	Issued: 07/07/98	Reg: 2171725	EXPIRE 2008
country: US OWNER: DYNOJET RESEARCH, INC. Mark used for: GOODS						

PATENT STATUS REPORT
FOR CLIENT INITIALS: DYNO*
DATE OF REPORT: 02/22/00

page 1

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=====
CASE NO      1134          country: US          client ref:
TITLE        CONSTANT VELOCITY CARBURETOR WITH VARIABLE VENTURI SLIDE
              HAVING BLEED HOLES AT AN OBLIQUE ANGLE AND METHOD OF OPERATI
inventor 1   Nevin
inventor 2
SERIAL NO    695555          PATENT NO: 5707560
FILING DATE 08/12/96        ISSUE DATE: 10/13/98
STATUS       ISSUED PATENT      TYPE: ORIGINAL CASE
=====
CASE NO      1145          country: US          client ref:
TITLE        SNOWMOBILE DYNAMOMETER

inventor 1   Meyer
inventor 2   Keenan
SERIAL NO    08/920784        PATENT NO: 5859369
FILING DATE 08/29/97        ISSUE DATE: 01/12/99
STATUS       ISSUED PATENT      TYPE: ORIGINAL CASE
=====
CASE NO      1145D         country: US          client ref:
TITLE        MOBILE DYNAMOMETER

inventor 1   Dobeck
inventor 2   Dobeck
SERIAL NO    044190          PATENT NO: D379599
FILING DATE 09/20/95        ISSUE DATE: 06/03/97
STATUS       ISSUED PATENT      TYPE: DESIGN
=====
=====
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Subject: Intellectual Property

Date: Tue, 11 Jul 2000 10:58:41 -0800

From: "Danny Kobrin" <kobrin@dynojet.com>

To: "Jen@dynojet.com" <Jen@dynojet.com>

Logos: <http://marketing.dynojet.com/logos.htm>

Databases:

Syspro Impact Encore Database: contains all financial, product and inventory information

Dyno owners database: contains all location information pertaining to shops that own dynamometers

Intershop Database: contains all product information and attributes related to processing customer orders over the internet.

SAM: Security accounts manager contains all personal account information of Dynojet Employees

That should be all.

Thanks

DK

7/11/00 11:41 A

Dynojet

SEARCH

marketing.dynojet.com

Main Intranet | Dynojet.com | Powercommander.com | Contact Webmaster

Tuesday - July 11, 2000

Where do you want to go?

Dynojet

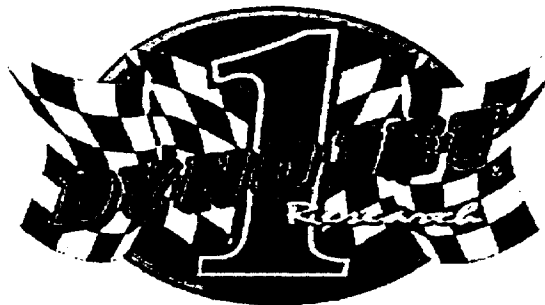
Destination . . .

Corporate Logos

Right click on an image to save it as a JPEG, or click the link under it to download the ZIP file version.



Newlogo.zip



Flogobg.zip



Hyperpro.zip



sledyno.jpg



custom.zip



logo.zip



autologo.zip

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