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01-14-2003

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Box Assignments, Commissioner of Patents and

102337303

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Please record and index the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b>Carlson Specialty Seed, Inc.</b> State of Wisconsin Corporation</p> <p>4.3.03</p>	<p>2. Name and address of receiving party(ies): Name: <b>Specialty Pet Seeds, LLC</b> Address: 205 West Bridge Street, Suite 104 City: Wausau State: WI Zip: 54401 Type of Company: LLC Corporation-State: Wisconsin If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. <b>Nature of Conveyance: Correction to Conveying Party and Execution Date Information for Reel/Frame No. 1797/0976</b> <b>Execution Date: May 18, 1994</b> <b>Document ID No. 102224997</b></p>	

<p>4. Application number(s) or patent number(s): A. Trademark Application No.(s) _____</p>	<p>B. Trademark Registration No.(s) <u>1944838</u></p>
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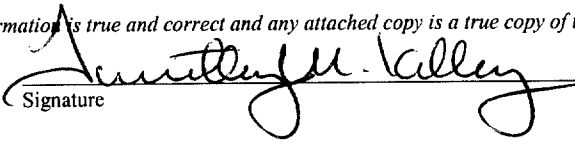
Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Timothy M. Kelley Michael Best &amp; Friedrich LLP 100 East Wisconsin Avenue Milwaukee, Wisconsin 53202-4108  Phone: (414) 271-6560</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41):.....\$ 0 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Deficiencies in fee charged to Deposit Account</p> <p>8. Deposit account number: <u>13-3080</u></p>
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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.*

Timothy M. Kelley (Reg. No. 34,201)  
Name of Person Signing

  
Signature

January 9, 2003  
Date

Attorney File 066449-9002

Total number of pages including cover sheet, attachments, and document: 18

cc: Docketing

TRADEMARK  
REEL: 002647 FRAME: 0917

09-18-2002



102224897

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ONLY

SEP 3

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231  
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Carlson Specialty Seed, Inc.**  
 State of Wisconsin Corporation  
*9.3.02*

2. Name and address of receiving party(ies):  
 Name: **Specialty Pet Seeds, LLC**  
 Address: 205 West Bridge Street, Suite 104  
 City: Wausau State: WI Zip: 54401  
 Type of Company: LLC  
 Corporation-State: Wisconsin  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. **Nature of Conveyance: Correction to Conveying Party and Execution Date information for Reel/Frame No. 1797/0976**  
 Execution Date: **May 18, 1994**

4. A. Trademark Application No.(s) \_\_\_\_\_ B. Trademark Registration No.(s) **1944838**  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Timothy M. Kelley  
 Michael Best & Friedrich LLP  
 100 East Wisconsin Avenue  
 Milwaukee, Wisconsin 53202-4108

6. Total number of applications and registrations involved: **\_1**  
 7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed  
 Deficiencies in fee charged to deposit account  
 8. Deposit account number: **13-3080**

09/17/2002 BTOM11 00000067 1944838  
 01 FC:481 40.00 OP

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.*  
Timothy M. Kelley  
 Name of Person Signing  
  
 Signature  
 August 30, 2002  
 Date  
 Total number of pages including cover sheet, attachments, and document: 17

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cc: Docketing

TRADEMARK  
REEL: 002647 FRAME: 0918



09-17-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

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TRADEMARKS ONLY

1-14-1998  
180850151

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231  
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): C.S.S., Inc.  
State of Wisconsin Corporation  
**9-17-98**

2. Name and address of receiving party(ies):  
Name: Specialty Pet Seeds, LLC  
Address: 205 West Bridge Street, Suite 104  
City: Wausau. State: WI Zip: 54401  
Type of Company: Limited Liability Company  
Corporation-State: Wisconsin  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance: Assignment  
Execution Date: May 18, 1994

4. A. Trademark Application No.(s) None

B. Trademark Registration No.(s)  
1,944,838; 1,803,362; and 1,718,507

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Timothy M. Kelley  
Michael Best & Friedrich LLP  
Suite 3300  
100 East Wisconsin Avenue  
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved:  
3

7. Total fee (37 CFR 3.41):.....\$ 90.00  
 Enclosed  
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

10/09/1998 DNGUYEN 00000210 1944838

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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.*  
Timothy M. Kelley  
Name of Person Signing  
Timothy M. Kelley  
Signature  
September 17, 1998  
Date  
Total number of pages including cover sheet, attachments, and document: 17

United States Postal Service Express Mail Mailing Label No. EM091734065US

cc: Docketing

Approved by the Wisconsin Department of Regulation and Licensing  
(Optional use date 1-1-91)  
(Mandatory use date 6-1-91)

**BUSINESS OFFER TO PURCHASE**  
(Not to be used for the sale of corporate stock)

1 Wausau, Wisconsin, December 15, 1993

2 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER)(strike as applicable).

3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS  
4 DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, ~~Cornerstone Properties, Inc.~~  
6 hereby offers to purchase the business described below, known as (name of business) ~~C.S.S., Inc./Carlson Specialty Seed, Inc.~~  
7 (type of business) ~~Millet seed processing and distribution company~~  
8 operated as a (corporation/partnership/sole proprietorship) or other ~~entity~~  
9 (street address) ~~W13642 Apache Dr.~~ in the Town ~~of Plainfield~~ County of ~~Waushara~~ Wisconsin,  
10 at the price of ~~One Million, two hundred twenty three thousand~~ Dollars (\$1,223,000.00)  
11 and on the terms and conditions as follows:

12 Earnest money of \$ ~~0.00~~ in the form of ~~CASH~~ ~~N/A~~ tendered with this Offer.  
13 Additional earnest money of \$ ~~1,000.00~~ in the form of ~~a check~~ to be paid within ~~5 (five)~~ days of acceptance of this Offer  
14 ~~and the balance in cash at closing or as set forth herein. Failure of Buyer to make earnest money payment as provided~~  
15 ~~voids Offer at Seller's option. Earnest money, if held by broker, shall be held in the broker's trust account prior to acceptance of Offer and thereafter in~~  
16 ~~the broker's trust account until applied to the purchase price at closing or disbursed as provided herein or permitted by law.~~  
17 ~~Re-Max of Wausau~~

18 TIME IS OF THE ESSENCE AS TO ALL DATES AND DEADLINES IN THIS OFFER EXCEPT:

19 Included in the purchase price is the following:  
20 PERSONAL PROPERTY. All tangible and intangible personal property and rights in personal property owned by Seller and used in the business,  
21 including furniture, trade fixtures and equipment, tools used in the business, telephone numbers and listings, if transferable, customer lists, trade names,  
22 business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used in said business, and, if transferable, all  
23 permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by this Offer to Purchase.

24 THE PURCHASE PRICE INCLUDES THE FOLLOWING ITEMS [unless stricken] AT THE ALLOCATION SET FORTH:

25	A. <del>Trademark</del> Trade Names, Trade Marks, Bird Budy	\$ 55,000.--
26	B. <del>Marketing Rights</del> stock-in-trade not to exceed	\$ 451,000.--
27	C. <del>Accounts receivable</del> N/A	\$
28	D. other personal property	\$ 472,000.--
29	E. real property	\$ 205,000.--
30	F. other Non Complete Agreement	\$ 40,000.--
31	Detailed Break out See Exhibit A-F TOTAL	\$ 1,223,000.--

32 If no allocation is set forth above, Seller and Buyer will agree to an allocation or submit allocation to binding arbitration if they cannot agree. Seller and  
33 Buyer will share any costs of arbitration equally. Allocation may take place after closing.

34 If stock-in-trade and/or ~~accounts receivable~~ are purchased, the purchase price shall be based on the following terms and costs:  
35 (a) Stock-in-Trade: Valuation of the stock in trade shall be based on the following formula of  
36 boxed packaged inventory at 150 per lb and boxed bulk inventory at \$1.10 pr lb. Stock yard  
37 (b) ~~Accounts Receivable~~: Inventory of approximately 1,000,000 at 325 per lb. Contingent upon  
38 inspection and acceptance of useable and ~~undamaged~~ millet.

39 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION OF THE  
40 FOLLOWING: (if none, so state). Additional contingencies to the offer to purchase listed in  
41 Exhibit G are an attachment to the contract, any and all attachments are to be considered  
42 a part of the body of this contract.

52 This Offer is contingent upon Buyer obtaining (Strike as applicable):  
53 1. All licenses or permits needed to operate the current business, on or before February 15, 1994.

54 ~~2. All accounts receivable and other assets to be sold on or before February 15, 1994.~~  
55 ~~3. All accounts receivable and other assets to be sold on or before February 15, 1994.~~

56 Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent permitted by law and perform all  
57 acts necessary to expedite such financing.

58 This Offer is binding upon both parties only if a copy of the accepted Offer is deposited, postage or fees prepaid, in the U.S. mail, a commercial delivery  
59 system, or by electronic delivery, addressed to Buyer at 205 West Bridge Street, Ste 104, Wausau, WI, 54401  
60 or by personal delivery of the accepted offer to Buyer on or before December 17, 1993 before 5:00 pm CDT  
61 otherwise, this Offer is void and all earnest money shall be promptly returned to Buyer.

62 This transaction is to be closed at the office of Buyer's lender or at the office of ~~Cornerstone Properties, Inc., 205 W. Bridge~~  
63 on or before February 15, 1994 or at such other time and place as may be agreed in writing.

64 Legal possession of property shall be delivered to Buyer on date of closing.

65 Occupancy of business and premise shall be given Buyer on closing.

66 If Seller is permitted to occupy business and/or real property after closing, Seller shall prepay occupancy charge of \$~~500,000.00~~  
67 payable as follows: ~~XX~~  
68 ~~XX~~

69 In addition, the sum of \$ 100,000.-- shall be withheld from the purchase price to be escrowed with ~~ReMax of Wausau, Inc~~  
70 at 1314 Grand Ave., Wausau, WI, 54402.

71 to guarantee delivery of occupancy of business and/or real property to Buyer AND FOR NO OTHER PURPOSE, which sum, upon Seller's failure to  
72 deliver occupancy, shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is not delivered. This is not an  
73 exclusive remedy.

TRADEMARK  
REEL: 002647 FRAME: 0920

Approved by the Wisconsin Department of Regulation and Licensing  
(Optional use date 1-1-91)  
(Mandatory use date 6-1-91)

**BUSINESS OFFER TO PURCHASE**  
(Not to be used for the sale of corporate stock)

1 Wausau, Wisconsin, December 15, 1993.

2 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER) (strike as applicable).

3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS  
4 DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, Cornerstone Properties, Inc.  
6 hereby offers to purchase the business described below, known as (name of business) C.S.S., Inc./Carlson Specialty Seed, Inc  
7 (type of business) Millet seed processing and distribution company  
8 operated as a (corporation) (corporation)  
9 (street address) W13642 Apache Dr. in the Town of Plainfield County of Waushara Wisconsin  
10 at the price of One Million, two hundred twenty three thousand Dollars (\$1,223,000.--)  
11 and on the terms and conditions as follows:

12 Earnest money of \$ 0.-- in the form of CHECK N/A tendered with this Offer.  
13 Additional earnest money of \$ 1,000.-- in the form of a check to be paid within .5 (five) days of acceptance of this Offer  
14 ~~and the balance in cash at closing or as set forth herein. Failure of Buyer to make earnest money payment as provided~~  
15 ~~voids Offer at Seller's option. Earnest money, if held by broker, shall be held in seller's broker's trust account prior to acceptance of Offer and thereafter in~~  
16 ~~seller's broker's trust account until applied to the purchase price at closing or disbursed as provided herein or permitted by law.~~

17 TIME IS OF THE ESSENCE AS TO ALL DATES AND DEADLINES IN THIS OFFER EXCEPT:

18  
19 Included in the purchase price is the following:  
20 PERSONAL PROPERTY. All tangible and intangible personal property and rights in personal property owned by Seller and used in the business,  
21 including furniture, trade fixtures and equipment, tools used in the business, telephone numbers and listings, if transferable, customer lists, trade names,  
22 business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used in said business, and, if transferable, all  
23 permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by this Offer to Purchase.

24 THE PURCHASE PRICE INCLUDES THE FOLLOWING ITEMS [unless stricken] AT THE ALLOCATION SET FORTH:

25	A. <del>Stock-in-Trade</del> Trade Names, Trade Marks, Bird Buidly.	\$ 55,000.--
26	B. <del>Marketing Rights</del> stock-in-trade not to exceed	\$ 451,000.--
27	C. <del>Real Property</del> <u>N/A</u>	\$
28	D. other personal property	\$ 472,000.--
29	E. real property	\$ 205,000.--
30	F. other <u>Non Complete Agreement</u>	\$ 40,000.--
31	Detailed Break out See Exhibit A-F TOTAL \$	<u>1,223,000.--</u>

32 If no allocation is set forth above, Seller and Buyer will agree to an allocation or submit allocation to binding arbitration if they cannot agree. Seller and  
33 Buyer will share any costs of arbitration equally. Allocation may take place after closing.

34 If stock-in-trade and/or ~~real property~~ are purchased, the purchase price shall be based on the following terms and costs:

- 35 (a) Stock-in-Trade: Valuation of the stock in trade shall be based on the following formula of boxed packaged inventory at 1.50 per lb and boxed bulk inventory at \$1.10 pr lb. Stock yard
- 36 boxed packaged inventory at 1.50 per lb and boxed bulk inventory at \$1.10 pr lb. Stock yard
- 37 (b) ~~Real Property~~: Inventory of approximately 1,000,000 at 325 per lb. Contingent upon
- 38 inspection and acceptance of useable and undamaged millet.

39 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION OF THE  
40 FOLLOWING: (if none, so state). Additional contingencies to the offer to purchase listed in  
41 Exhibit G are an attachment to the contract. any and all attachments are to be considered  
42 a part of the body of this contract.

52 This Offer is contingent upon Buyer obtaining (Strike as applicable):  
53 1. All licenses or permits needed to operate the current business, on or before February 15, 1994.

54 ~~Access to a bank account to be used to pay for the purchase price of the business on or before February 15, 1994.~~  
55 ~~Access to a bank account to be used to pay for the purchase price of the business on or before February 15, 1994.~~

56 Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent permitted by law and perform all  
57 acts necessary to expedite such financing.

58 This Offer is binding upon both parties only if a copy of the accepted Offer is deposited, postage or fees prepaid, in the U.S. mail, a commercial delivery  
59 system, or by electronic delivery, addressed to Buyer at 205 West Bridge Street, Ste 104, Wausau, WI 54401  
60 or by personal delivery of the accepted offer to Buyer on or before December 17, 1993, before 5:00 pm CDT.  
61 otherwise, this Offer is void and all earnest money shall be promptly returned to Buyer.

62 This transaction is to be closed at the office of Buyer's lender or at the office of Cornerstone Properties, Inc., 205 W. Bridge S  
63 on or before February 15, 1994 or at such other time and place as may be agreed in writing.

64 Legal possession of property shall be delivered to Buyer on date of closing.

65 Occupancy of business and premise shall be given Buyer on closing.

66 If Seller is permitted to occupy business and/or real property after closing, Seller shall prepay occupancy charge of \$0000  
67 payable as follows: XX

68 In addition, the sum of \$ 100,000.-- shall be withheld from the purchase price to be escrowed with ReMax of Wausau, Inc.  
69 at 1314 Grand Ave., Wausau, WI 54402  
70 to guarantee delivery of occupancy of business and/or real property to Buyer AND FOR NO OTHER REASON upon Seller's failure to  
71 deliver occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date. This is not an  
72 exclusive remedy.

74 AS TO THE BUSINESS OR ANY PERSONAL PROPERTY AFFECTED BY THIS AGREEMENT, THE FOLLOWING TERMS SHALL  
75 APPLY UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY HEREIN:

76 Personal property tax, prepaid insurance (if assumed) and rents shall be prorated at the time of closing. Proration of personal property taxes shall be based  
77 on the personal property taxes for the current year, if known, otherwise on the personal property taxes for the preceding year.

78 CAUTION: The taxing authority normally bills Seller for personal property taxes for the entire year; proration and/or escrow should be considered.

79 Sales tax, if any, shall be paid by Seller. Seller agrees to surrender Seller's sales tax permit timely.

80 In compliance with Sec. 77.52 (18), Wis. Stats., Seller agrees to escrow the sum of \$10,000.00  
81 out of the purchase price, to be held by Re Max of Wausau

82 and released to Seller when Seller provides a receipt from the Department of Revenue, that any sales tax due and owing has been paid, or a  
83 certificate stating that no amount is due, at which time said funds shall be released.

84 Seller shall deliver possession of the personal property on date of closing and shall convey the property by bill of sale  
85 free and clear of all liens and encumbrances.

86 Seller shall comply with the applicable Bulk Transfers Law, per Chapter 406, Wis. Stats. The execution and/or delivery of a fully-executed copy of this  
87 contract to Seller shall constitute a written demand for a list of creditors and for the preparation of a schedule of the property transferred, as required by  
88 the Bulk Transfers Law.

89 If this Offer provides for Seller financing, personal property transferred hereunder shall be subject to a chattel security agreement and lien rights under the  
90 Uniform Commercial Code in favor of Seller, and to the buyer.

91 If the real property occupied by the business is owned by Seller, ~~transferred~~ sold by this agreement, ~~Seller agrees to disclose that real property to Buyer at the~~  
92 ~~time of closing.~~

99 Seller shall continue to conduct the business in a regular and normal manner and shall use Seller's best efforts to keep available the services of Seller's  
100 present employees and to preserve the good will of Seller's suppliers, customers and others having business relations with Seller.

101 Seller shall furnish Buyer, within 30 days of the date of acceptance of this Offer, and Buyer being satisfied with same, the information and schedules  
102 designated with an "X" in the space preceding lines 106 to 121.

103 IF BUYER SENDS WRITTEN DISAPPROVAL AND THE SPECIFIC REASONS FOR SAME, OF ANY OF THESE ITEMS IN WRITING,  
104 WITHIN 10 DAYS OF RECEIVING THEM, THIS CONTRACT SHALL BE CONSIDERED NULL AND VOID. IF  
105 DISAPPROVAL IS NOT GIVEN, THESE CONTINGENCIES SHALL BE WAIVED.

- 106  A. An inventory of all furniture, fixtures and equipment included in this transaction.
- 107  B. Copies of all leases affecting equipment, real estate or signs; and copies of all other leases pertaining to the business.
- 108  C. Estimated principal balance of accounts receivable.
- 109  D. Estimated principal balance of accounts payable.
- 110  E. Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years,  
111 which Buyer may have examined by Buyer's agents or attorneys.
- 112  F. Copies of latest real estate and personal property tax bills.
- 113  N/AG. Copies of franchise agreements, if any.
- 114  H. Copy of corporate minutes approving or authorizing the sale, if Seller is a corporation.
- 115  I. Copies of all licenses used in operating the business.
- 116  J. Any agreements regarding restrictions on Seller competing with Buyer after the closing of this transaction.
- 117  K. Uniform Commercial Code lien search as to the property to be sold showing the property free and clear of liens or liens to be paid at time of  
118 closing.
- 119  L. Seller's Property Condition Report.

122 SELLER'S WARRANTIES AND REPRESENTATIONS

- 123 As to the business, personal property and real property to be transferred, Seller warrants and represents to Buyer that Seller has no notice or knowledge of
- 124 a) Any material defects in any of the equipment, appliances, fixtures, tools or furniture included in this transaction, and further warrants that all  
125 will be in good working order on the day of closing.
- 126 b) Any encumbrances on the business being sold, all integral parts thereof, or the personal property being conveyed in conjunction with the  
127 business, except as stated in this contract and in any schedule attached to it.
- 128 c) Any litigation, government proceeding or investigation in progress or threatened or in prospect against or relating to this business.
- 129 d) Any road change or road work which would materially affect the present use or access to the property.
- 130 e) Any right granted to underlying lienholders to accelerate their obligation by reason of the transfer of ownership, or any permission to transfer  
131 being required and not obtained.
- 132 f) Any unpaid income taxes, sales taxes, payroll taxes, Social Security taxes, unemployment taxes, or any other employer/employee taxes due  
133 and payable or accrued.
- 134 g) Any failure of the financial statements and schedules to present the true and correct condition of the business as of the date on the statements  
135 and schedules and that since the date of the last financial statements and schedules provided by Seller there has been no change in the  
136 financial condition or operations of the business, except changes in the ordinary course of business, which changes have not in the aggregate  
137 been materially adverse.
- 138 h) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.
- 139 i) Any government agency or court order requiring repair, alteration or correction of any existing condition.
- 140 j) Underground storage tanks or any structural, mechanical or other defects of material significance affecting the property, including but not  
141 limited to inadequacy for normal business/residential use of mechanical systems, waste disposal systems and well, unsafe well water  
142 according to state standards, and the presence or prior usage of any dangerous or toxic materials or conditions affecting the property.
- 143 k) Wetland and shoreland regulations affecting the property. (Caution: see maps).

144 SELLER WARRANTS AND REPRESENTS:

- 145 a) The present zoning is agricultural. Present use is (permitted) (not permitted).
- 146 b) (Map dated 11-6-91 indicates). (None) (Part) of the property is located in a flood plain. [strike as applicable].

147 EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 124 to 146.

151 THE FOLLOWING LINES 152 to 184 APPLY TO THE SALE OF REAL PROPERTY. [strike if not applicable].

152 The real property known as C.S.S., Inc.,/Carlson Specialty Seed, Inc.  
153 more particularly described as: tax key #22-2123.0100 Pt of W 1/2 - NW 1/4, a TRADEMARK 2031-0200  
154 NE 1/4 SW 1/4, less GSM 825 located in the town of Plainfield, WI, Wausau County  
155 (Caution: Seller and Buyer are advised to verify actual real estate to be sold.) REEL: 002647 FRAME: 0922

The following terms are part of the offer to purchase dated December 15, 1993.

Seller shall, upon payment of the purchase price, convey the real estate by Warranty Deed, or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing and provided none of the foregoing prohibit present use and shall complete and execute the documents necessary to record the conveyance. (WARNING Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the property).

(Buyer) (Seller) will be responsible for compliance with DILHR's rental weatherization program requirements unless this transaction is exempt from the requirements because the property is not used for residential rental.

The following items shall be prorated as of the day of closing: general taxes, property owner's association fees, rents, water and sewer charges, leases, fuel and

Any income, taxes or expenses through the day of closing accrue to Seller.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$1,1993 estimated annual tax.

Special assessments, if any, for work on site actually commenced or levied prior to date of this Offer shall be paid by Seller. All other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or property owners association assessments are contemplated.)

Seller shall provide to Buyer at Seller's expense at least five (5) business days before closing, Seller's title insurance policy.

2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the real property purchase price upon recording of proper documents; showing title to the property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condition called for in this Offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard title insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title in writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be extended as necessary for this purpose.

If this Offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness.

If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held by broker shall be disbursed as follows:

1. To Buyer, unless Seller notifies Buyer and broker in writing no later than 15 days after the earlier of the Buyer's written demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money as liquidated damages or partial payment for specific performance.

Seller, Buyer and broker shall execute and deliver to the broker a written agreement, to be signed by Seller, Buyer and broker, which shall provide for the return of the earnest money to the party entitled to it, and shall be effective as of the date of the closing.

In making the disbursement, the broker shall follow procedures in Ch. RL 18, Wis. Adm. Code.

Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.

Both parties agree to hold the Broker harmless from any liability for good faith disbursement of earnest money in accordance with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.

If the property is damaged by fire or elements prior to time of closing in an amount of not more than five per cent of the selling price, Seller shall be obligated to repair the property and restore it to the same condition that it was on the date of this Offer. If such damage shall exceed such sum, this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to damage to property; however, if this sale is by land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the property.

SPECIAL PROVISIONS:

This Offer (is) (is not) assignable. [strike as applicable].

This Offer (does) (does not) bind successors in interest. [strike as applicable].

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement.

THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION.

Cornerstone Properties, Inc Buyer (Title, if any) Susan Jensen-Buelte, Vice-President 39-1754378

THIS OFFER IS HEREBY ACCEPTED. THE UNDERSIGNED HEREBY AGREES TO SELL AND CONVEY THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: Dec 15 19 93. CSS Inc by James R. Dreyfus Pres. CSS Inc

C.S.S., Inc. Harrison Specialty Seler (Title, if any) James R. Dreyfus Pres. CSS Inc

Seller's Tax I.D. No. Seller's Address & Phone Number

Broker Susan Jensen-Buelte Cornerstone Properties, Inc 205 W. Bridge st., Ste 104, Wausau, WI 54401 Broker's Address & Phone Number

Offer is rejected (Seller initial) Offer is countered (Seller initial) J.R.D. 12-17-93

This Offer was drafted by (Licensee and firm) It was presented to Seller by on 19 at (A.M./P.M.)

EARNEST MONEY RECEIPT

Broker acknowledges receipt of initial earnest money, as per line of the above Offer.

Dated: 19 Broker

TRADEMARK

ADDITIONAL DOLLARS FOR:

CONSULTING AGREEMENT - JAMES DUPUIS	\$ 36,000.00
NON COMPETE AGREEMENT - JAMES DUPUIS	\$ 144,000.00
ASSET PURCHASE PRICE LESS REAL ESTATE	\$ 681,074.06
REAL ESTATE BALANCE CARRYOVER	\$ 83,895.22
TOTAL RECEIVED FROM BUYER AT CLOSING	\$ 764,969.28

DISBURSEMENTS MADE AT CLOSING:

M&I BANK COLOMA	\$ 331,688.63
JOHN DEERE CREDIT	\$ 7,271.20
NON COMPETES TO EMPLOYEES	\$ 6,000.00
FARMERS 92/93 CROP	\$ 336,648.86
TOTAL DISBURSEMENTS	\$ 681,608.69
NET TO SELLER	\$ 83,360.59

THE FOREGOING CLOSING STATEMENT IS HEREBY ACCEPTED THIS 18TH DAY OF MAY, 1994.

SELLER:

C.S.S., INC.

*James L Dupuis Pres*  
 \_\_\_\_\_  
 JAMES DUPUIS, PRESIDENT

BUYER:

SPECIALTY PET SEEDS, LLC

*Kenneth Buelt*  
 \_\_\_\_\_  
 KENNETH BUELT, PRESIDENT

*Joan Williams*  
 \_\_\_\_\_  
 JOAN WILLIAMS, SECRETARY



EXHIBIT A

C.S.S., INC.  
INVENTORY

MACHINE & EQUIPMENT

Asset #	REAL ESTATE Description	Serial Number
101	HOUSE (28X32) & 8 ACRES	
102	PACK BLDGING (64X130)	
103	STORAGE BLDG. (54X160)	
108	STOR/MACHINE SHOP 40 ACRES STORAGE YARD	

GRAND TOTAL

December 17, 1993

TRADEMARK  
REEL: 002647 FRAME: 0925

## EXHIBIT B

C.S.S., INC.  
INVENTORY

## MACHINE &amp; EQUIPMENT

## PROCESSING EQUIPMENT

Asset #	Description	Serial Number
201	PROC. LINE & CONVEYORS	
202	TOLEDO SCALE	
203	SARGENT HEAT SEALER	
206	SHOP EQUIPMENT	
207	PROC. LINE IMPROVE.	
208	HEATERS	
209	READI-HEATER	
210	STORAGE RACKS	
211	GEAR BOX	
212	HAND PALLET TRK	3-191664
213	GEAR HEAD 50:1	
214	CLARK FORKLIFT	CY50-81-639-1264
215	VARIABLE SPEED ELECT. MOTOR #2	
216	VARIABLE SPEED ELECT. MOTOR #3	
217	VARIABLE SPEED ELECT. MOTOR #1	
219	MICROWAVE RS-50	K054691503
220	HAND PALLET TRK #2	3-198137
221	BELT SPLICER	
222	FAIRBANKS SCALE #1	G966896XE
227	TOLEDO SCALE BAR SEALER	1637XN
228	PROC. LINE C	
229	TURNTABLES	
231	AVERY SCALE #5	593F0045-31
234	MOTOR JAW SEAL BAR	1678YN
235	PACK. LINE 30'	
236	PACK RITE PLASTI-SEALER	7863PP
237	PACK. LINE 60'	
238	PACK RITE PLASTI-SEALER #2	7872SP
239	METTLER SCALE #2	
240	METTLER SCALE #3	
241	METTLER SCALE #4	
242	METTLER SCALE #5	
243	METTLER SCALE #6	
244	METTLER SCALE #1	
245	PETTIBONE FORK LIFT	626446
247	WHEEL CONVEYOR	
248	MODEL 6000 BAND SEALER	1328SR
249	WATER COOLER	
250	100# BENCH SEALER	H137067
251	STIHL BLOWER	
252	C.S.S. POLY BAG PLATES	

December 17, 1993

TRADEMARK  
REEL: 002647 FRAME: 0926

**C.S.S., INC.  
INVENTORY**

**MACHINE & EQUIPMENT**

Asset #	FARM EQUIPMENT Description	Serial Number
303	KUERNLAND SEED DRILL	
305	A.T. FERRILL FAN. MILL	
306	40' SEMI TRAILER	
307	40' SEMI TRAILER	
	DRY WAGON & RUNNING GEARS 1-38	
338	DRYER ASSEMBLY #1	
339	DRYER ASSEMBLY #2	
340	TIP BIN ELEVATOR	
341	HAND PALLET TRK	
343	FRONT END LOADER	
344	TIME CLOCK	
345	DRYER AERIATION FAN #1	
346	DRYER AERIATION FAN #2	
347	DRYER AERIATION FAN #3	
348	DRYER AERIATION FAN #4	
350	DEMCO SPOT SPRAYER	
351	OLIVER M77 TRACTOR	
352	SELF UNLOADING WAGON	
355	SHOP EQUIPMENT	
356	1655 OLIVER TRACTOR	257-813-490
357	JD 4230 TRACTOR	4230H015097R
358	6-ROW HEATH PLANTER	413030
359	UNI-HARVESTOR	75373
360	BELT LEGG PICKER	
361	MICHIGAN PAYLOAD	187200
362	MICHIGAN SWEEP MODIFY	
364	MICROWAVE	34005339
365	T. V.	28431285
366	HAYBUSTER-UNLOADER	537
367	MICHIGAN SWEEP	
368	DRYER I	

December 17, 1993

**TRADEMARK**  
**REEL: 002647 FRAME: 0927**

**C.S.S., INC.**  
**INVENTORY**

**MACHINE & EQUIPMENT**

Asset #	FARM EQUIPMENT Description	Serial Number
369	BURNERS DRYER	
372	HAGIE SPRAYER	
374	AIR COMPRESSOR	
375	1755 OLIVER TRACTOR	1221721-676
378	LILLISTON CULT.	
383	HESSTON STACK MOVER	SM31-295
384	PORTA-POWER	
807	STORAGE RACKS FOR A-FRAMES	
808	HIGH PRESSURE WASHER	MOD #1204
<del>809</del>	<del>DRY WAGON #25</del>	
<del>810</del>	<del>DRY WAGON #26</del>	
<del>811</del>	<del>RUNNING GEAR #30</del>	
<del>812</del>	<del>RUNNING GEAR #31</del>	
813	1210 MOISTURE TESTER	
815	DHM DIGITAL MOISTURE TEST.	
816	DHM DIGITAL MOISTURE TEST.	
817	1755 OLIVER	221-791676
818	KOSTER CROP TESTER #1	4959
819	KOSTER CROP TESTER #2	4290
820	KOSTER CROP TESTER #3	4933
822	KOSTER CROP TESTER #4	4857
823	KOSTER CROP TESTER #5	4948
824	KOSTER CROP TESTER #6	4923
825	BACK BLADE	

*DKD 12-17-93*  
*JB*

December 17, 1993

**TRADEMARK**

**REEL: 002647 FRAME: 0928**

**C.S.S., INC.**  
**INVENTORY**

**MACHINE & EQUIPMENT**

Asset #	FARM EQUIPMENT Description	Serial Number
826	TOOL CHEST SET	
827	MONITOR EQUIP.	
828	PETI-BONE	1316
829	1600 OLIVER	128-838-607
830	KOSTER CROP TESTER #7	5119
831	KOSTER CROP TESTER #8	5224
832	KOSTER CROP TESTER #9	5259
833	KOSTER CROP TESTER #10	5200
834	KOSTER CROP TESTER #11	5265
835	KOSTER CROP TESTER #12	5262
836	KOSTER CROP TESTER #13	5297
837	12-ROW PLANTER	F531121
849	12-ROW CULT. #2	
850	PETI-BONE SWEEP	
851	JD 4630 TRACTOR	007939R
852	UNI-HARVESTOR #2	74649

December 17, 1993

**TRADEMARK**  
**REEL: 002647 FRAME: 0929**

**C.S.S., INC.  
INVENTORY**

**MACHINE & EQUIPMENT**

Asset #	FARM EQUIPMENT Description	Serial Number
878	MOBILE RADIO SYSTEM	
879	MEILER WELDER	
880	AIR COMPRESSOR	
882	10hp DRYER FAN	
883	DRYING FAN	
884	10hp DRYER FAN	
885	GENERATOR	S-4002
886	3 PHASE FARM FAN #1	
887	3 PHASE FARM FAN #2	
888	3 PHASE FARM FAN #3	
889	HAY TESTER	
890	HAY/TEMP. MOIST. METER	
891	SNOW BLOWER	
892	MM 200 WELDER	JJ453581
893	760 MM TRACTOR	29900678
895	LAWN MOWER	
896	FUEL TANK	
897	BUSH HOG	
898	M.F. (M) 356 LOADER	D670001631
899	DRYER #13	
900	DRYER #14	
901	DRYER #15	
903	J.D. 4650 TRACTOR	RW4650P003646
904	15' YETTER ROTARY HOE	721
905	30' YETTER ROTARY HOE	3500-106
908	KOSTER CROP TESTER #14	
909	KOSTER CROP TESTER #15	
911	15' YETTER ROTARY HOE	
912	HYDRAULIC PRESS	
913	JD 150 SEED MONITOR	12RGW
917	C.S.S. SIGN	
918	A/C COMBINE	

December 17, 1993

**TRADEMARK**  
**REEL: 002647 FRAME: 0930**

4 Computer Monitors + printers

EXHIBIT D

C.S.S., INC.  
INVENTORY

MACHINE & EQUIPMENT

Asset #	OFFICE EQUIPMENT Description	Serial Number
401	IBM COMPUTER	001939
402	REAL WORLD PAY. SOFTWARE	
403	RAINBOW VACUUM CLEANER	606-0368
404	10 MG DISK CARD PC	
405	Q&A SOFTWARE	
406	EPSON CRT MONITOR <i>DC</i>	MC 70302912
407	EPSON EX1000 PRINTER <i>replaced</i>	04009440
408	IBM M30 COMPUTER	1209639 / MONITOR 125271
409	10 NET BOARD #1	39730
410	10 NET BOARD #2	39543
411	LOTUS 1-2-3 SOFTWARE	
412	SOUND SYSTEM	
413	TRIAL BALANCE SOFTWARE	
414	Q&A NETWORK PAK	
415	MICRO FERRUP BACKUP	506294
416	IBM 30 20 MG COMPUTER	23-0286801
417	EPSON PRINTER	P0084075
418	MICRO CASSETTE / REC. & TRANSC.	8KBNA9230/ P1-892880
419	FAX MACHINE	179060536
420	H.P. RS 16-40 COMPUTER	2820A00216
421	10 NET BOARDS SYSTEM	
422	GOLDSTAR COMPUTER	MB91005819
423	TAPE BACKUP SYSTEM	
424	BEST 700 VA POWER BACKUP	72-10209369
425	AMOR PAYROLL SOFTWARE	
426	DOS 4.01 SOFTWARE	
427	CUSTOMER LIST SOFTWARE	
428	Q&A UPGRADE 4.0 NET PACK	
429	OKIDATA 390 PRINTER	102A0049150
430	4 MG MEMORY (BERT)	
431	MINOLTA 2120D COPIER	3639583
432	OKIDATA 292 PRINTER	902A0071716
433	MC MOISTURE COMPUTER	004
500	OFFICE EQUIPMENT	
501	DESK & CHAIR	
502	DESK	
503	JOHNSON HILL DESK	
504	2 DESKS	
505	OFFICE CHAIR LOW BACK	
506	OFFICE CHAIR HIGH BACK	
507	SOFA	
508	STRAIGHT CHAIR	
509	2 DRAWER FILE CABINET	
510	4 DRAWER FIRE SAFE	
511	CHAIR- LOW BACK	
512	CHAIR- LOW BACK	
513	COMPUTER FURN.	
514	UNISONIC CALC.	
515	SWINTEC CALC.	
516	BROTHER TYPEWRITER	E61406208
518	DUAL LEVEL PC TABLE	

EXHIBIT E

C.S.S., INC.  
INVENTORY

MACHINE & EQUIPMENT

Asset #	VEHICLES Description	Serial Number
601	79 CHEVY VAN	CGL2697119637
602	82 DODGE RAM	1B7GD14POCS274808
609	68 IHC WATER TRUCK	416080G277704
610	85 FORD 4X4	1FTEF14YXFKB63052
612	84 CHEVY 1/2 TON 4X4 PICKUP	1GCEK14D5EJ120090
613	71 CHEVY FLAT BED TRUCK	CE631P124438
614	77 FORD 1 TON TRUCK	F37SCY29900
615	89 CHEVY CONV. VAN	1GBEG25KOK7108916
616	77 FORD 1/2 TON PICKUP	F10HC045040



**C.S.S., INC.****EXHIBIT F****ASSETS**

PURCHASE PRICE		\$1,223,000
LAND AND BUILDINGS	EXHIBIT A	205,000
PROCESSING EQUIPMENT	EXHIBIT B	70,000
FARM EQUIPMENT	EXHIBIT C	315,000
OFFICE EQUIPMENT	EXHIBIT D	15,000
VEHICLES	EXHIBIT E	32,000
BOXED PACKAGE INVENTORY	40,000 LBS - @ \$ 1.50 PER LB	60,000
BOXED BULK INVENTORY	60,000 LBS - @ \$ 1.10 PER LB	66,000
STOCK YARD INVENTORY	1,000,000 LBS - @ \$.325 PER LB	325,000
BIRD BUDDY DIES, INVENTORY, AND MARKETING RIGHTS		45,000
PACKAGING MATERIAL		40,000
TRADE NAMES, TRADE MARKS		10,000
NON COMPETE AGREEMENT / EMPLOYEMENT AGREEMENT		40,000

**CARLSON SPECIALITY SEED, INC.**

**CONTINGENCIES**

1) This offer to purchase is contingent upon the buyer being able to obtain a first mortgage from a commercial lending institute, in the amount of \$750,000. The \$750,000 first mortgage shall be divided as follows:

\$500,000 Inventory line of credit  
\$250,000 mortgage secured by real estate and equipment

The \$750,000. loan amount shall be at an interest rate of not more than 8% to be amortized over 10 years.

2) This offer to purchase is contingent upon the real estate and equipment having an appraisal equal to but not less than the value of the purchase price allocated on lines 25 through 31 of the offer to purchase.

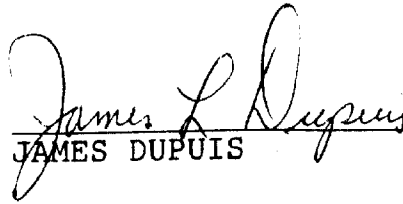
3) This offer to purchase is contingent upon the buyer being able to obtain an employment contract, prior to closing, with James Dupuis, Wayne Dupuis, Kris Dupuis, Gloria Kloiber and Roy Werner. This offer is also contingent upon the buyer being able to obtain a non-compete agreement with James Dupuis, Wayne Dupuis, Kris Dupuis, Daniel Dupuis, prior to closing.

4) This offer to purchase is contingent upon the buyer obtaining a copy of all prior law suits from 1986 forward to present, pertaining to the corporation C.S.S., Inc. or any of its officers.

5) This offer to purchase is contingent upon the buyer obtaining a written agreement with the Internal Revenue Service and the Wisconsin Department of Revenue, for the final payment of any and all federal and state taxes, social security deposits or other taxes that may be due and payable.

6) This offer to purchase is contingent upon the buyer obtaining a written agreement for the marketing of the Bird Buddy product.

I hereby certify that the attached is a true and correct copy of the Closing Statement dated May 18, 1994 and Business Offer to Purchase dated December 15, 1993 between C.S.S., Inc. and Specialty Pet Seeds, LLC.

  
\_\_\_\_\_  
JAMES DUPUIS

9-15-98  
\_\_\_\_\_  
DATE

x:\xf\clientb\66449\9001\kxz2326.w52\09/10/98

## CLOSING STATEMENT

SELLER: C.S.S., INC.

BUYER: SPECIALTY PET SEEDS, LLC

DATE OF CLOSING: MAY 18, 1994, IN TRUST MAY 24, 1994

FOR THE PURCHASE OF THE ASSETS PURSUANT TO THE BUSINESS OFFER TO PURCHASE AGREEMENT BETWEEN THE SELLER AND BUYER DATED DECEMBER 15, 1994, ACCEPTED DECEMBER 17, 1994, AMENDED AS OF MAY 17, 1994.

## SALES PRICE

LAND AND BUILDINGS (See Real Estate Closing Statements)	\$ 265,000.00
PROCESSING EQUIPMENT	\$ 75,320.00
FARM EQUIPMENT	\$ 252,900.00
OFFICE EQUIPMENT	\$ 12,130.00
VEHICLES	\$ 13,100.00
INVENTORY	\$ 268,124.06
PACKAGING MATERIALS	\$ 40,000.00
TRADE NAMES, TRADE MARKS	\$ 9,500.00
PALLETS	\$ 4,000.00
ADDITIONAL NON COMPETES TO EMPLOYEES	\$ 6,000.00

## ADDITIONAL DOLLARS:

CONSULTING AGREEMENT - JAMES DUPUIS	\$ 36,000.00
NON COMPETE AGREEMENT - JAMES DUPUIS	\$ 144,000.00

TOTAL PURCHASE PRICE	\$1,126,074.06
----------------------	----------------

## CASH RECEIVED FROM BUYER AT CLOSING:

LAND AND BUILDINGS	\$ 265,000.00
PROCESSING EQUIPMENT	\$ 75,320.00
FARM EQUIPMENT	\$ 252,900.00
OFFICE EQUIPMENT	\$ 12,130.00
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ADDITIONAL NON COMPETES TO EMPLOYEES	\$ 6,000.00
TOTAL RECEIVED FROM BUYER AT CLOSING	\$ 946,074.06

CLOSING STATEMENT

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BUYER: SPECIALTY PET SEEDS, LLC

DATE OF CLOSING: MAY 18, 1994, IN TRUST MAY 24, 1994

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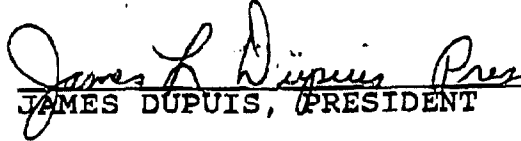
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JOHN DEERE CREDIT	\$ 7,271.20
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TOTAL DISBURSEMENTS	\$ 681,608.69
NET TO SELLER	\$ 83,360.59

THE FOREGOING CLOSING STATEMENT IS HEREBY ACCEPTED THIS 18TH DAY OF MAY, 1994.

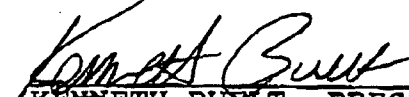
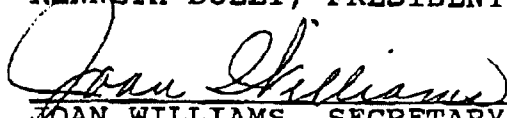
SELLER:

C.S.S., INC.

  
JAMES DUPUIS, PRESIDENT

BUYER:

SPECIALTY PET SEEDS, LLC

  
KENNETH BUELT, PRESIDENT  
  
JOAN WILLIAMS, SECRETARY

Approved by the Wisconsin Department of Regulation and Licensing  
(Optional use date 1-1-91)  
(Mandatory use date 6-1-91)

**BUSINESS OFFER TO PURCHASE**  
(Not to be used for the sale of corporate stock)

1 Wausau, Wisconsin, December 15, 1993

2 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER) (strike as applicable).

3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS  
4 DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, Cornerstone Properties, Inc.  
6 hereby offers to purchase the business described below, known as (name of business) C.S.S., Inc./Carlson Specialty Seed, Inc  
7 (type of business) Millet seed processing and distribution company  
8 operated as a (corporation) ~~(partnership)~~ ~~(sole proprietorship)~~ ~~(other)~~ ~~XX~~ ~~XX~~  
9 (street address) W13642 Apache Dr., in the Town of Plainfield, County of Waushara, Wisconsin,  
10 at the price of One Million, two hundred twenty three thousand Dollars (\$1,223,000.--)  
11 and on the terms and conditions as follows:

12 Earnest money of \$ 0.-- in the form of ~~XXXXXX~~ N/A tendered with this Offer.  
13 Additional earnest money of \$ 1,000.-- in the form of a check to be paid within .5 (fivedays) of acceptance of this Offer.  
14 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ and the balance in cash at closing or as set forth herein. Failure of Buyer to make earnest money payment as provided  
15 voids Offer at Seller's option. Earnest money, if held by broker, shall be held in ~~seller's~~ broker's trust account prior to acceptance of Offer and thereafter in  
16 ~~broker's~~ Re-Max of Wausau trust account until applied to the purchase price at closing or disbursed as provided herein or permitted by law.

17 TIME IS OF THE ESSENCE AS TO ALL DATES AND DEADLINES IN THIS OFFER EXCEPT:

18  
19 Included in the purchase price is the following:  
20 **PERSONAL PROPERTY.** All tangible and intangible personal property and rights in personal property owned by Seller and used in the business,  
21 including furniture, trade fixtures and equipment, tools used in the business, telephone numbers and listings, if transferable, customer lists, trade names,  
22 business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used in said business, and, if transferable, all  
23 permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by this Offer to Purchase.

24 THE PURCHASE PRICE INCLUDES THE FOLLOWING ITEMS [unless stricken] AT THE ALLOCATION SET FORTH:

25	A. <del>Stock and</del> Trade Names, Trade Marks, Bird Buddy	\$ 55,000.--
26	B. <del>Marketing Rights</del>	\$ 451,000.--
27	C. <del>Stock in Trade not to exceed</del>	\$
28	D. <del>Accounts Receivable</del> N/A	\$
29	E. other personal property	\$ 472,000.--
30	F. real property	\$ 205,000.--
31	G. other Non Complete Agreement	\$ 40,000.--
32	Detailed Break out See Exhibit A-F	TOTAL \$ 1,223,000.--

32 If no allocation is set forth above, Seller and Buyer will agree to an allocation or submit allocation to binding arbitration if they cannot agree. Seller and  
33 Buyer will share any costs of arbitration equally. Allocation may take place after closing.

34 If stock-in-trade and/or ~~accounts receivable~~ are purchased, the purchase price shall be based on the following terms and costs:  
35 (a) Stock-in-Trade: Valuation of the stock in trade shall be based on the following formula of boxed packaged inventory at 1.50 per lb and boxed bulk inventory at \$1.10 pr lb. Stock yard  
36 (b) ~~Accounts Receivable~~: Inventory of approximately 1,000,000 at 3.25 per lb. Contingent upon  
37 inspection and acceptance of useable and ~~undamaged~~ damaged millet.

38  
39 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION OF THE  
40 FOLLOWING: (if none, so state). Additional contingencies to the offer to purchase listed in  
41 Exhibit C are an attachment to the contract, any and all attachments are to be considered  
42 a part of the body of this contract.

52 This Offer is contingent upon Buyer obtaining (Strike as applicable):  
53 1. All licenses or permits needed to operate the current business, on or before February 15, 1994.

54 ~~XXXXXX Agreement to lease with the current landlord, on or before~~  
55 ~~XXXXXX Agreement of a existing franchise or the purchase of a new franchise on or before~~

56 Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent permitted by law and perform all  
57 acts necessary to expedite such financing.

58 This Offer is binding upon both parties only if a copy of the accepted Offer is deposited, postage or fees prepaid, in the U.S. mail, a commercial delivery  
59 system, or by electronic delivery, addressed to Buyer at 205 West Bridge Street, Ste 104, Wausau, WI 54401  
60 or by personal delivery of the accepted offer to Buyer on or before December 17, 1993 before 5:00 pm CDT  
61 otherwise, this Offer is void and all earnest money shall be promptly returned to Buyer.

62 This transaction is to be closed at the office of Buyer's lender or at the office of Cornerstone Properties, Inc., 205 W. Bridge St  
63 on or before February 15, 1994 or at such other time and place as may be agreed in writing.

64 Legal possession of property shall be delivered to Buyer on date of closing.

65 Occupancy of business and premise shall be given Buyer on closing.  
66 If Seller is permitted to occupy business and/or real property after closing, Seller shall prepay occupancy charge of \$~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
67 payable as follows: ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

68  
69 In addition, the sum of \$ 100,000.-- shall be withheld from the purchase price to be escrowed with ReMax of Wausau, Inc.  
70 at 1314 Grand Ave., Wausau, WI, 54402

71 to guarantee delivery of occupancy of business and/or real property to Buyer AND FOR NO OTHER **TRADEMARK** upon Seller's failure to  
72 deliver occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date. This is not an  
73 exclusive remedy.

74 AS TO THE BUSINESS OR ANY PERSONAL PROPERTY AFFECTED BY THIS AGREEMENT, THE FOLLOWING TERMS SHALL  
75 APPLY UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY HEREIN:

76 Personal property tax, prepaid insurance (if assumed) and rents shall be prorated at the time of closing. Proration of personal property taxes shall be based  
77 on the personal property taxes for the current year, if known, otherwise on the personal property taxes for the preceding year.

78 CAUTION: The taxing authority normally bills Seller for personal property taxes for the entire year; proration and/or escrow should be considered.

79 Sales tax, if any, shall be paid by Seller. Seller agrees to surrender Seller's sales tax permit timely.

80 In compliance with Sec. 77.52 (18), Wis. Stats., Seller agrees to escrow the sum of \$10,000  
81 out of the purchase price, to be held by Re. Max. of Wausau

82 and released to Seller when Seller provides a receipt from the Department of Revenue, that any sales tax due and owing has been paid, or a  
83 certificate stating that no amount is due, at which time said funds shall be released.

84 Seller shall deliver possession of the personal property on date of closing and shall convey the property by bill of sale  
85 free and clear of all liens and encumbrances,  
86 Seller shall comply with the applicable Bulk Transfers Law, per Chapter 406, Wis. Stats. The execution and/or delivery of a fully-executed copy of this  
87 contract to Seller shall constitute a written demand for a list of creditors and for the preparation of a schedule of the property transferred, as required by  
88 the Bulk Transfers Law.

89 If this Offer provides for Seller financing, personal property transferred hereunder shall be subject to a chattel security agreement and lien rights under the  
90 Uniform Commercial Code in favor of Seller. ~~and to the buyer.~~

91 If the real property occupied by the business is owned by Seller, ~~and sold by this agreement,~~  
92 ~~the following terms apply:~~

93  
94  
95  
96  
97  
98  
99 Seller shall continue to conduct the business in a regular and normal manner and shall use Seller's best efforts to keep available the services of Seller's  
100 present employees and to preserve the good will of Seller's suppliers, customers and others having business relations with Seller.

101 Seller shall furnish Buyer, within 3 days of the date of acceptance of this Offer, and Buyer being satisfied with same, the information and schedules  
102 designated with an "X" in the space preceding lines 106 to 121.

103 IF BUYER SENDS WRITTEN DISAPPROVAL, AND THE SPECIFIC REASONS FOR SAME, OF ANY OF THESE ITEMS IN WRITING,  
104 WITHIN 10 DAYS OF RECEIVING THEM, THIS CONTRACT SHALL BE CONSIDERED NULL AND VOID. IF  
105 DISAPPROVAL IS NOT GIVEN, THESE CONTINGENCIES SHALL BE WAIVED.

- 106  A. An inventory of all furniture, fixtures and equipment included in this transaction.
- 107  B. Copies of all leases affecting equipment, real estate or signs, and copies of all other leases pertaining to the business.
- 108  C. Estimated principal balance of accounts receivable.
- 109  D. Estimated principal balance of accounts payable.
- 110  E. Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years,  
111 which Buyer may have examined by Buyer's agents or attorneys.
- 112  F. Copies of latest real estate and personal property tax bills.
- 113  N/AG Copies of franchise agreements, if any.
- 114  H. Copy of corporate minutes approving or authorizing the sale, if Seller is a corporation.
- 115  I. Copies of all licenses used in operating the business.
- 116  J. Any agreements regarding restrictions on Seller competing with Buyer after the closing of this transaction.
- 117  K. Uniform Commercial Code lien search as to the property to be sold showing the property free and clear of liens or liens to be paid at time of  
118 closing.
- 119  L. Seller's Property Condition Report.
- 120 ~~XXXXXX~~

121  
122 **SELLER'S WARRANTIES AND REPRESENTATIONS**

123 As to the business, personal property and real property to be transferred, Seller warrants and represents to Buyer that Seller has no notice or knowledge of  
124 a) Any material defects in any of the equipment, appliances, fixtures, tools or furniture included in this transaction, and further warrants that all  
125 will be in good working order on the day of closing.

126 b) Any encumbrances on the business being sold, all integral parts thereof, or the personal property being conveyed in conjunction with the  
127 business, except as stated in this contract and in any schedule attached to it.

128 c) Any litigation, government proceeding or investigation in progress or threatened or in prospect against or relating to this business.

129 d) Any road change or road work which would materially affect the present use or access to the property.

130 e) Any right granted to underlying lienholders to accelerate their obligation by reason of the transfer of ownership, or any permission to transfer  
131 being required and not obtained.

132 f) Any unpaid income taxes, sales taxes, payroll taxes, Social Security taxes, unemployment taxes, or any other employer/employee taxes due  
133 and payable or accrued.

134 g) Any failure of the financial statements and schedules to present the true and correct condition of the business as of the date on the statements  
135 and schedules and that since the date of the last financial statements and schedules provided by Seller there has been no change in the  
136 financial condition or operations of the business, except changes in the ordinary course of business, which changes have not in the aggregate  
137 been materially adverse.

138 h) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.

139 i) Any government agency or court order requiring repair, alteration or correction of any existing condition.

140 j) Underground storage tanks or any structural, mechanical or other defects of material significance affecting the property, including but not  
141 limited to inadequacy for normal business/residential use of mechanical systems, waste disposal systems and well, unsafe well water  
142 according to state standards, and the presence or prior usage of any dangerous or toxic materials or conditions affecting the property.

143 k) Wetland and shoreland regulations affecting the property. (Caution: see maps).

144 **SELLER WARRANTS AND REPRESENTS:**

- 145 a) The present zoning is agricultural. Present use is (permitted) agricultural.
- 146 b) (Map dated 11-6-91 indicates) (None) XXXXXX of the property is located in a flood plain. [strike as applicable].

147 EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 124 to 146.

148  
149  
150

151 THE FOLLOWING LINES 152 to 184 APPLY TO THE SALE OF REAL PROPERTY. (strike if not applicable).

152 The real property known as C.S.S., Inc./Carlson Specialty Seed, Inc.  
153 more particularly described as tax key #22-2123.0100 Pt. of W 1/2 - NW 1/4 and NW 1/4 of Sec. 32, T2031-0200  
154 NE 1/4 SW 1/4 less CSM 825 located in the town of Plainfield, WI, Washburn County  
155 (Caution: Seller and Buyer are advised to verify actual real estate to be sold.)

TRADEMARK  
REEL: 002647 FRAME: 0940



The following terms are part of the offer purchase dated December 15, 1993.

Seller shall, upon payment of the purchase price, convey the real estate by Warranty Deed, or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing and provided none of the foregoing prohibit present use and shall complete and execute the documents necessary to record the conveyance. (WARNING: Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the property).

(Buyer) (Seller) will be responsible for compliance with DILHR's rental weatherization program requirements unless this transaction is exempt from the requirements because the property is not used for residential rental.

The following items shall be prorated as of the day of closing: general taxes, property owner's association fees, rents, water and sewer charges, leases, fuel and other items as shown on the attached schedule of items to be prorated.

Any income, taxes or expenses through the day of closing accrue to Seller. General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$1,1993 estimated annual tax.

Special assessments, if any, for work on site actually commenced or levied prior to date of this Offer shall be paid by Seller. All other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or property owners association assessments are contemplated.)

Seller shall provide to Buyer at Seller's expense at least five (5) business days before closing, Seller's choice of

2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the real property purchase price upon recording of proper documents; showing title to the property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condition called for in this Offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard title insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title in writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be extended as necessary for this purpose.

If this Offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness.

If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held by broker shall be disbursed as follows:

1. To Buyer, unless Seller notifies Buyer and broker in writing no later than 15 days after the earlier of the Buyer's written demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money as liquidated damages or partial payment for specific performance.

2. To Seller, if Seller notifies Buyer and broker in writing no later than 15 days after the earlier of the Buyer's written demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money as liquidated damages or partial payment for specific performance.

In making the disbursement, the broker shall follow procedures in Ch. RL 18, Wis. Adm. Code.

Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.

Both parties agree to hold the Broker harmless from any liability for good faith disbursement of earnest money in accordance with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.

If the property is damaged by fire or elements prior to time of closing in an amount of not more than five per cent of the selling price, Seller shall be obligated to repair the property and restore it to the same condition that it was on the date of this Offer. If such damage shall exceed such sum, this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to damage to property; however, if this sale is by land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the property.

SPECIAL PROVISIONS:

This Offer (is) (is not) assignable. [strike as applicable].

This Offer (does) (does not) bind successors in interest. [strike as applicable].

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement.

THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION.

Cornerstone Properties, Inc Buyer (Title, if any)
Susan Jensen-Buelt, Vice-President 39-1754378

THIS OFFER IS HEREBY ACCEPTED. THE UNDERSIGNED HEREBY AGREES TO SELL AND CONVEY THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: Dec 15 1993.

CSS Inc by James R. Deyson Pres. Seller (Title, if any)
Seller's Tax I.D. No.

Seller's Address & Phone Number:

Broker Susan Jensen-Buelt
Cornerstone Properties, Inc
205 W. Bridge St., Ste 104, Wausau, WI 54401
Broker's Address & Phone Number

Offer is rejected (Seller initial)
Offer is countered (Seller initial) J.R.D. 12-17-93

This Offer was drafted by (Licensee and firm) on 19 at (A.M./P.M.)

It was presented to Seller by on 19 at (A.M./P.M.)

EARNEST MONEY RECEIPT

Broker acknowledges receipt of initial earnest money, as per line of the above Offer.

Dated: 19

By

By TRADEMARK

**C.S.S., INC.  
INVENTORY**

**EXHIBIT A  
MACHINE & EQUIPMENT**

<b>Asset #</b>	<b>REAL ESTATE Description</b>	<b>Serial Number</b>
101	HOUSE (28X32) & 8 ACRES	
102	PACK BLDGING (64X130)	
103	STORAGE BLDG. (54X160)	
108	STOR/MACHINE SHOP	
	40 ACRES STORAGE YARD	

**GRAND TOTAL**

December 17, 1993

**TRADEMARK  
REEL: 002647 FRAME: 0942**

C.S.S., INC.  
INVENTORY

## MACHINE &amp; EQUIPMENT

## PROCESSING EQUIPMENT

Asset #	Description	Serial Number
201	PROC. LINE & CONVEYORS	
202	TOLEDO SCALE	
203	SARGENT HEAT SEALER	
206	SHOP EQUIPMENT	
207	PROC. LINE IMPROVE.	
208	HEATERS	
209	READI-HEATER	
210	STORAGE RACKS	
211	GEAR BOX	
212	HAND PALLET TRK	3-191664
213	GEAR HEAD 50:1	
214	CLARK FORKLIFT	CY50-81-639-1264
215	VARIABLE SPEED ELECT. MOTOR #2	
216	VARIABLE SPEED ELECT. MOTOR #3	
217	VARIABLE SPEED ELECT. MOTOR #1	
219	MICROWAVE RS-50	K054691503
220	HAND PALLET TRK #2	3-198137
221	BELT SPLICER	
222	FAIRBANKS SCALE #1	G966896XE
227	TOLEDO SCALE BAR SEALER	1637XN
228	PROC. LINE C	
229	TURNTABLES	
231	AVERY SCALE #5	593F0045-31
234	MOTOR JAW SEAL BAR	1678YN
235	PACK. LINE 30'	
236	PACK RITE PLASTI-SEALER	7863PP
237	PACK. LINE 60'	
238	PACK RITE PLASTI-SEALER #2	7872SP
239	METTLER SCALE #2	
240	METTLER SCALE #3	
241	METTLER SCALE #4	
242	METTLER SCALE #5	
243	METTLER SCALE #6	
244	METTLER SCALE #1	
245	PETTIBONE FORK LIFT	626446
247	WHEEL CONVEYOR	
248	MODEL 6000 BAND SEALER	1328SR
249	WATER COOLER	
250	100# BENCH SEALER	H137067
251	STIHL BLOWER	
252	C.S.S. POLY BAG PLATES	

December 17, 1993

TRADEMARK  
REEL: 002647 FRAME: 0943

**C.S.S., INC.  
INVENTORY**

**MACHINE & EQUIPMENT**

**FARM EQUIPMENT**

Asset #	Description	Serial Number
303	KUERNLAND SEED DRILL	
305	A.T. FERRILL FAN. MILL	
306	40' SEMI TRAILER	
307	40' SEMI TRAILER	
	DRY WAGON & RUNNING GEARS 1-38	
338	DRYER ASSEMBLY #1	
339	DRYER ASSEMBLY #2	
340	TIP BIN ELEVATOR	
341	HAND PALLET TRK	
343	FRONT END LOADER	
344	TIME CLOCK	
345	DRYER AERIATION FAN #1	
346	DRYER AERIATION FAN #2	
347	DRYER AERIATION FAN #3	
348	DRYER AERIATION FAN #4	
350	DEMCO SPOT SPRAYER	
351	OLIVER M77 TRACTOR	
352	SELF UNLOADING WAGON	
355	SHOP EQUIPMENT	
356	1655 OLIVER TRACTOR	257-813-490
357	JD 4230 TRACTOR	4230H015097R
358	6-ROW HEATH PLANTER	413030
359	UNI-HARVESTOR	75373
360	BELT LEGG PICKER	
361	MICHIGAN PAYLOAD	187200
362	MICHIGAN SWEEP MODIFY	
364	MICROWAVE	34005339
365	T. V.	28431285
366	HAYBUSTER-UNLOADER	537
367	MICHIGAN SWEEP	
368	DRYER I	

December 17, 1993

December 17, 1993

**TRADEMARK**  
**REEL: 002647 FRAME: 0944**

C.S.S., INC.  
INVENTORY

## MACHINE &amp; EQUIPMENT

Asset #	FARM EQUIPMENT Description	Serial Number
369	BURNERS DRYER	
372	HAGIE SPRAYER	
374	AIR COMPRESSOR	
375	1755 OLIVER TRACTOR	1221721-676
378	LILLISTON CULT.	
383	HESSTON STACK MOVER	SM31-295
384	PORTA-POWER	
807	STORAGE RACKS FOR A-FRAMES	
808	HIGH PRESSURE WASHER	MOD #1204
<del>809</del>	<del>DRY WAGON #25</del>	
<del>810</del>	<del>DRY WAGON #26</del>	
<del>811</del>	<del>RUNNING GEAR #30</del>	
<del>812</del>	<del>RUNNING GEAR #31</del>	
813	1210 MOISTURE TESTER	
815	DHM DIGITAL MOISTURE TEST.	
816	DHM DIGITAL MOISTURE TEST.	
817	1755 OLIVER	221-791676
818	KOSTER CROP TESTER #1	4959
819	KOSTER CROP TESTER #2	4290
820	KOSTER CROP TESTER #3	4933
822	KOSTER CROP TESTER #4	4857
823	KOSTER CROP TESTER #5	4948
824	KOSTER CROP TESTER #6	4923
825	BACK BLADE	

*OKD 12-17-93*  
*SHB "*

December 17, 1993

TRADEMARK  
REEL: 002647 FRAME: 0945

**C.S.S., INC.  
INVENTORY**

**MACHINE & EQUIPMENT**

<b>Asset #</b>	<b>FARM EQUIPMENT Description</b>	<b>Serial Number</b>
826	TOOL CHEST SET	
827	MONITOR EQUIP.	
828	PETI-BONE	1316
829	1600 OLIVER	128-838-607
830	KOSTER CROP TESTER #7	5119
831	KOSTER CROP TESTER #8	5224
832	KOSTER CROP TESTER #9	5259
833	KOSTER CROP TESTER #10	5200
834	KOSTER CROP TESTER #11	5265
835	KOSTER CROP TESTER #12	5262
836	KOSTER CROP TESTER #13	5297
837	12-ROW PLANTER	F531121
849	12-ROW CULT. #2	
850	PETI-BONE SWEEP	
851	JD 4630 TRACTOR	007939R
852	UNI-HARVESTOR #2	74649

December 17, 1993

**TRADEMARK**  
**REEL: 002647 FRAME: 0946**

**C.S.S., INC.**  
**INVENTORY**

**MACHINE & EQUIPMENT**

Asset #	FARM EQUIPMENT Description	Serial Number
878	MOBILE RADIO SYSTEM	
879	MEILER WELDER	
880	AIR COMPRESSOR	
882	10hp DRYER FAN	
883	DRYING FAN	
884	10hp DRYER FAN	
885	GENERATOR	S-4002
886	3 PHASE FARM FAN #1	
887	3 PHASE FARM FAN #2	
888	3 PHASE FARM FAN #3	
889	HAY TESTER	
890	HAY/TEMP. MOIST. METER	
891	SNOW BLOWER	
892	MM 200 WELDER	JJ453581
893	760 MM TRACTOR	29900678
895	LAWN MOWER	
896	FUEL TANK	
897	BUSH HOG	
898	M.F. (M) 356 LOADER	D670001631
899	DRYER #13	
900	DRYER #14	
901	DRYER #15	
903	J.D. 4650 TRACTOR	RW4650P003646
904	15' YETTER ROTARY HOE	721
905	30' YETTER ROTARY HOE	3500-106
908	KOSTER CROP TESTER #14	
909	KOSTER CROP TESTER #15	
911	15' YETTER ROTARY HOE	
912	HYDRAULIC PRESS	
913	JD 150 SEED MONITOR	12RGW
917	C.S.S. SIGN	
918	A/C COMBINE	

December 17, 1993

**TRADEMARK**  
**REEL: 002647 FRAME: 0947**

4 Computer Monitors + printers

EXHIBIT D

C.S.S., INC.  
INVENTORY

MACHINE & EQUIPMENT

Asset #	OFFICE EQUIPMENT Description	Serial Number
401	IBM COMPUTER	001939
402	REAL WORLD PAY. SOFTWARE	
403	RAINBOW VACUUM CLEANER	606-0368
404	10 MG DISK CARD PC	
405	Q&A SOFTWARE	
406	EPSON CRT MONITOR <i>pc</i>	MC 70302912
407	EPSON EX1000 PRINTER <i>replaced</i>	04009440
408	IBM M30 COMPUTER	1209639 / MONITOR 125271
409	10 NET BOARD #1	39730
410	10 NET BOARD #2	39543
411	LOTUS 1-2-3 SOFTWARE	
412	SOUND SYSTEM	
413	TRIAL BALANCE SOFTWARE	
414	Q&A NETWORK PAK	
415	MICRO FERRUP BACKUP	506294
416	IBM 30 20 MG COMPUTER	23-0286801
417	EPSON PRINTER	P0084075
418	MICRO CASSETTE / REC. & TRANSC.	8KBNA9230/ P1-892880
419	FAX MACHINE	179060536
420	H.P. RS 16-40 COMPUTER	2820A00216
421	10 NET BOARDS SYSTEM	
422	GOLDSTAR COMPUTER	MB91005819
423	TAPE BACKUP SYSTEM	
424	BEST 700 VA POWER BACKUP	72-10209369
425	AMOR PAYROLL SOFTWARE	
426	DOS 4.01 SOFTWARE	
427	CUSTOMER LIST SOFTWARE	
428	Q&A UPGRADE 4.0 NET PACK	
429	OKIDATA 390 PRINTER	102A0049150
430	4 MG MEMORY (BERT)	
431	MINOLTA 2120D COPIER	3639583
432	OKIDATA 292 PRINTER	902A0071716
433	MC MOISTURE COMPUTER	004
500	OFFICE EQUIPMENT	
501	DESK & CHAIR	
502	DESK	
503	JOHNSON HILL DESK	
504	2 DESKS	
505	OFFICE CHAIR LOW BACK	
506	OFFICE CHAIR HIGH BACK	
507	SOFA	
508	STRAIGHT CHAIR	
509	2 DRAWER FILE CABINET	
510	4 DRAWER FIRE SAFE	
511	CHAIR- LOW BACK	
512	CHAIR- LOW BACK	
513	COMPUTER FURN.	
514	UNISONIC CALC.	
515	SWINTEC CALC.	
516	BROTHER TYPEWRITER	E61406208
518	DUAL LEVEL PC TABLE	



C.S.S., INC.  
INVENTORY

## MACHINE &amp; EQUIPMENT

Asset #	VEHICLES Description	Serial Number
601	79 CHEVY VAN	CGL2697119637
602	82 DODGE RAM	1B7GD14POCS274808
609	68 IHC WATER TRUCK	416080G277704
610	85 FORD 4X4	1FTEF14YXFKB63052
612	84 CHEVY 1/2 TON 4X4 PICKUP	1GCEK14D5EJ120090
613	71 CHEVY FLAT BED TRUCK	CE631P124438
614	77 FORD 1 TON TRUCK	F37SCY29900
615	89 CHEVY CONV. VAN	1GBEG25KOK7108916
616	77 FORD 1/2 TON PICKUP	F10HC045040

ASSETS

PURCHASE PRICE		\$1,223,000
LAND AND BUILDINGS	EXHIBIT A	205,000
PROCESSING EQUIPMENT	EXHIBIT B	70,000
FARM EQUIPMENT	EXHIBIT C	315,000
OFFICE EQUIPMENT	EXHIBIT D	15,000
VEHICLES	EXHIBIT E	32,000
BOXED PACKAGE INVENTORY	40,000 LBS - @ \$ 1.50 PER LB	60,000
BOXED BULK INVENTORY	60,000 LBS - @ \$ 1.10 PER LB	66,000
STOCK YARD INVENTORY	1,000,000 LBS - @ \$.325 PER LB	325,000
BIRD BUDDY DIES, INVENTORY, AND MARKETING RIGHTS		45,000
PACKAGING MATERIAL		40,000
TRADE NAMES, TRADE MARKS		10,000
NON COMPETE AGREEMENT / EMPLOYEMENT AGREEMENT		40,000

## CARLSON SPECIALITY SEED, INC.

## CONTINGENCIES

1) This offer to purchase is contingent upon the buyer being able to obtain a first mortgage from a commercial lending institute, in the amount of \$750,000. The \$750,000 first mortgage shall be divided as follows:

\$500,000 Inventory line of credit  
\$250,000 mortgage secured by real estate and equipment

The \$750,000. loan amount shall be at an interest rate of not more than 8% to be amortized over 10 years.

2) This offer to purchase is contingent upon the real estate and equipment having an appraisal equal to but not less than the value of the purchase price allocated on lines 25 through 31 of the offer to purchase.

3) This offer to purchase is contingent upon the buyer being able to obtain an employment contract, prior to closing, with James Dupuis, Wayne Dupuis, Kris Dupuis, Gloria Kloiber and Roy Werner. This offer is also contingent upon the buyer being able to obtain a non-compete agreement with James Dupuis, Wayne Dupuis, Kris Dupuis, Daniel Dupuis, prior to closing.

4) This offer to purchase is contingent upon the buyer obtaining a copy of all prior law suits from 1986 forward to present, pertaining to the corporation C.S.S., Inc. or any of its officers.

5) This offer to purchase is contingent upon the buyer obtaining a written agreement with the Internal Revenue Service and the Wisconsin Department of Revenue, for the final payment of any and all federal and state taxes, social security deposits or other taxes that may be due and payable.

6) This offer to purchase is contingent upon the buyer obtaining a written agreement for the marketing of the Bird Buddy product.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Millet Supply, LLC

Mark: SUNSHINE SUPREME

Registration No. 1,944,838

Registration Date: January 2, 1996

Examining Attorney: Lazena Martin

I, Sharon A. Johnson, hereby certify that this paper or fee is being deposited with the United States Postal Service Express Mail Mailing Label No. EL889339695US on the date of my signature and is addressed to the U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Highway, Suite 320, Washington, DC 20231

Sharon A. Johnson  
Date: 1/9/03

**RESPONSE TO NOTICE OF NON-RECORDATION OF DOCUMENT**

U.S. Patent and Trademark Office  
Assignment Division, Box Assignments, CG-4  
1213 Jefferson Davis Highway, Suite 320  
Washington, DC 20231

RECEIVED  
 JAN 14 2003  
 PM 7 45  
 ASSIGNMENT SECTION

Sir:

This is in response to the Notice of Non-Recordation of Document dated December 10,

2002. We are submitting the following:

- 1) A new Assignment Cover Sheet referencing Document ID No. 102224997;
- 2) the Assignment document that is to be recorded (Document ID No. 102224997);
- 3) a copy of the originally filed Assignment; and
- 4) a copy of the Notice of Non-Recordation of Document.

No filing fee should be due because we are responding within the 30 days from the date of the Notice. If there should be any fee, please charge our deposit account 13-3080.

Accordingly, this should comply with all of the requirements to record this Assignment.

Recordation of this Assignment is respectfully requested.

MICHAEL BEST & FRIEDRICH LLP  
Attorneys for Millet Supply, LLC

By: Timothy M. Kelley  
Timothy M. Kelley

100 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4108  
(414) 271-6560

Our File No. 066449-9002



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

66449-9002

DECEMBER 10, 2002

Michael Best & Friedrich  
RECEIVED

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

✓ MICHAEL BEST & FRIEDRICH LLP  
TIMOTHY M. KELLEY  
100 EAST WISCONSIN AVENUE  
MILWAUKEE, WI 53202-4108

PTAS  
DEC 16 2002

DOCKETING  
MILWAUKEE, WI



\*102224997A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102224997

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

DATA 03

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED TO CORRECT ERRORS IN THE PREVIOUSLY RECORDED DOCUMENT IS NOT ACCEPTABLE. TO CORRECT AN ERROR IN A RECORDED DOCUMENT, A CORRECTED COVER SHEET MUST BE ACCOMPANIED BY THE ORIGINALLY RECORDED DOCUMENT OR A COPY OF THE ORIGINALLY RECORDED DOCUMENT AND THE RECORDING FEE FOR THE CORRECTIONS AS SET FORTH IN 37 CFR 3.34.

DOCKETED  
Date 12-18-02 C.C.

LAZENA MARTIN, EXAMINER





UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

FEBRUARY 02, 1999

PTAS

MICHAEL BEST & FRIEDRICH LLP  
TIMOTHY M. KELLEY  
100 EAST WISCONSIN AVENUE, SUITE 3300  
MILWAUKEE, WISCONSIN 53202-4108



\*100850151A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE FLOOR REFERENCED BELOW.

*Copy of  
originally  
filed  
Assignment*

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/17/1998

REEL/FRAME: 1797/0976  
NUMBER OF PAGES: 17

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:  
C.S.S., INC.

DOC DATE: 05/18/1998  
CITIZENSHIP: WISCONSIN  
ENTITY: CORPORATION

ASSIGNEE:  
SPECIALTY PET SEEDS, LLC  
205 WEST BRIDGE STREET, SUITE 104  
WAUSAU, WISCONSIN 54401

CITIZENSHIP: WISCONSIN  
ENTITY: LIMITED LIABILITY COMPANY

APPLICATION NUMBER: 74322349  
REGISTRATION NUMBER: 1944838

FILING DATE: 10/13/1992  
ISSUE DATE: 01/02/1996

MARK: SUNSHINE SUPREME  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74121640  
REGISTRATION NUMBER: 1803362

FILING DATE: 12/07/1990  
ISSUE DATE: 11/09/1993

MARK: U.S.A. WISCONSIN GROWN  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74121637  
REGISTRATION NUMBER: 1718507

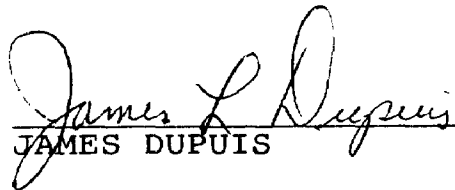
FILING DATE: 12/07/1990  
ISSUE DATE: 09/22/1992

MARK: CARLSON SPRAY MILLET  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



I hereby certify that the attached is a true and correct copy of the Closing Statement dated May 18, 1994 and Business Offer to Purchase dated December 15, 1993 between C.S.S., Inc. and Specialty Pet Seeds, LLC.

  
\_\_\_\_\_  
JAMES DUPUIS

9-15-98  
\_\_\_\_\_  
DATE

x:\xf\clientb\66449\9001\kxz2326.w52\09/10/98