

11-20-2003

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G 14082.0006US01

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102605269

11/16/03

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

1. Name of conveying party(ies):

Thomas C. Wicka  
400 Groveland Avenue, #2013  
Minneapolis, MN 55403

Individuals       Association  
 General Partnership       Limited Partnership  
 Corporation-State of  
 Other: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

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

CDM Data, Inc.  
11100 Wayzata Blvd  
Minnetonka, MN 55305

Individual(s) citizenship       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Minnesota  
 Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes       No  
 (Designations must be separate document from Assignment)

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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: Purchase Agreement/Bill of Sale

Execution Date: December 28, 2001

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

A. Trademark Application No.(s)/ Mark(s)  
75/755,945

B. Trademark Reg. No.(s)/Mark(s)

OPR FINANCE  
2003 NOV 13 AM 7:

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

Name: Alan G. Gorman  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved:  1

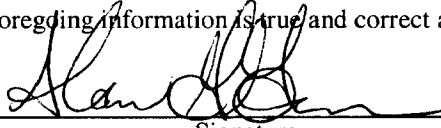
7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Alan G. Gorman            November 13, 2003  
 Name of Person Signing      Signature      Date

11/19/2003 BYRNE 00000005 132725 75755945  
 01 FC-0521 40.00 DA

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion

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

Mail Stop Assignment Recordation Services  
 Director of the United States Patent and Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
 REEL: 002866 FRAME: 0168

Tom Wicka  
C/O Joseph Lawver  
Meserli, Kramer, et al  
150 So. 5<sup>th</sup> St., Suite 1800  
Minneapolis, MN 55402

Re: Purchase Agreement

### PURCHASE AGREEMENT

August 21, 2001

Tom:

On behalf of CDM data, Inc., (CDM), a Minnesota Corporation, and/or its assigns, you may consider this letter our Agreement to Purchase from you the below listed Intellectual and physical property, under the general terms and conditions outlined as follows:

#### I. Property to be purchased:

We will purchase from you all of the intellectual property developed to date by Supersale.com and now owned by you through foreclosure for the following five applications:

- ITab
- TurboKey
- Sales Touch Kiosk
- AutoOffice System
- DigitalLot Solution

As well as all related technological and engineering work product, patents, designs, trademarks, trade names, copyrights, and any other registered or not registered property for any of the above applications. Specifically included in our purchase is the URL address [www.supersale.com](http://www.supersale.com). In addition, we will purchase from you any and all physical equipment, inventory, parts, work in process, or other assets required to fully utilize the intellectual property and its applications, now owned by you or hereafter acquired, and any and all replacements, additions, or substitutions, and all the products and proceeds of the foregoing, all of which is currently located either at 2829 University Ave. SE, Minneapolis, Mn, or in storage at the company's storage locker in Woodbury, MN, as well as all accounts receivable, contract rights, intellectual property, and general intangibles now owned or hereafter arising.

A. Our purchase will include any and all rights you, or the former Supersale.com company or their assigns have to the intellectual property, including the right to develop technology, and to manufacture, market, sell, distribute, and re-license any or all of the above applications. All work in process inventories for the above applications for all markets are to be included in the purchase and transferred to CDM.

#### II. Financial Terms:

The price and terms upon which we will purchase all the assets included in the sale will be as follows:

A. **Cash Payment Upon Closing:** Upon closing of the sale envisioned by this Agreement, Tech will pay you the sum of \$372,000, to be used by you as you see fit, provided that all assets purchased by us come free and clear of all liens.

B. **Equity Participation in CDM.** In addition to the cash payment at closing, 100,000 shares of common stock in CDMdata, Inc., representing 10% of the issued and outstanding capital stock of the Company, will be issued to you at closing

**Non Financial Terms:**

A. **Closing of the sale will be contingent upon the following:**

1. **A review by CDM of the current hardware and software to be included in the closing, with the condition of all of the same to be to CDM's satisfaction, as evidenced by the results of an inspection to be done at CDM's expense;**
2. **CDM's satisfaction with the books, records, and status of the Intellectual property included in the license for the last two years; CDM will be shown copies of all available records for this Period. Copies of these documents will be made available to CDM at the premises.**
3. **CDM's satisfaction with all Agreements, Licenses, Executory Contracts, Service or Maintenance Contracts in effect that will transfer with the purchase. CDM specifically will assume the obligations of only those agreements and contracts that it wishes to keep in place.**
4. **A list of vendors used by SuperSale being provided to CDM; and the willingness of those vendors to continue working with CDM.**

B. **As of 08/21/05 all of the above contingencies have been satisfied.**

C. **Anticipated Closing Date**

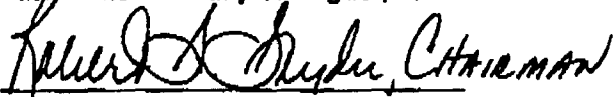
The anticipated closing date for the transaction will be September 15, 2001, or such other earlier or later date by which time all appropriate paperwork and judicial approval of the foreclosure sale to Wicka can be completed.

D. **Following acceptance of this letter, your attorney will prepare the documents needed for closing, incorporating the terms of this Agreement.**

E. **This offer will expire on August 22, 2001, unless accepted by you.**

F. **Property is to be purchased in an "as is" and "where is" condition, subject to Court approval if You choose to seek such approval. The documents establishing the closing shall contain appropriate language to release you from any claim by CDM under the doctrines of redemption and/or reduction of fees. You will also indemnify CDM against any actions on the part of former shareholders or vendors of SuperSale to attempt to lien, attach, or otherwise encumber the assets purchased hereunder.**

Dated this 21st day of August, 2001

 CHAIRMAN

Robert S. Snyder, for  
CDMdata, inc.

**ACCEPTANCE**

The terms of this Purchase Agreement are acceptable to me.



Tom Wipka

8/24/01  
DATE

**BILL OF SALE**

**BUYER:** CDMdata, Inc.

**SELLER:** Tom Wicka

For good and valuable consideration receipt whereof is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Buyer, receipt of which is hereby acknowledged, the following described personal property to wit:

All those assets formerly owned by SuperSale.com, a Minnesota corporation including all the intellectual property developed by that company from the following five (5) hardware product applications: iTab; Auto Office System; DigialLot Solution as well as all related technological and engineering work product, patents, designs, trademarks, trade names, copyrights and any other registered or not registered property for any of the above applications. Specifically included in the sale are any internet URL addresses, including www.supersale.com and any other addresses formerly owned by SuperSale.com in addition, any and all physical equipment, inventory, parts, work in progress or other assets including but not limited to accounts, contract rights other intellectual property or other intangible assets formerly owned by SuperSale.com, Inc. Provided, however, all assets, tangible or intangible, relating to the processes or applications known as "TurboKey" and "Sales Touch Kiosk" are specifically excluded from this sale.

Seller makes no representation or warrants to Buyer other than that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale. Buyer acknowledges that it has actual knowledge as to the condition and extent of the property or has inspected the property and does not relying upon any representations of Seller. **THIS SALE IS "AS" AND "WHERE IS."** SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE ASSETS AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE ASSETS.

**SELLER MAKES NO REPRESENTATIONS AS TO THE VALIDITY OR SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS SOLD NOR THAT THEY WILL BE FREE FROM INFRINGEMENT OF PATENTS OF THIRD PARTIES.**

IN WITNESS WHEREOF, Seller has signed this Bill of Sale at this 28 day of December, 2001

SELLER: Tom Wicka

By: \_\_\_\_\_