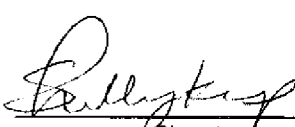


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Instep, LLC</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Pacific Cycle, LLC</u> Internal Address: _____ Street Address: <u>4902 Hammersley Rd</u> City: <u>Madison</u> State: <u>WI</u> Zip: <u>53711</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>03/14/2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) <u>2504681, 2485833, 2126232, 2443185, 1908345, 2636575,</u> _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Shelley Kemp</u> Internal Address: _____ _____ Street Address: <u>4902 Hammersley Rd</u> _____ City: <u>Madison</u> State: <u>WI</u> Zip: <u>53711</u>	6. Total number of applications and registrations involved: 15 7. Total fee (37 CFR 3.41)..... <u>40</u> \$ <u>600.⁰⁰</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Shelley Kemp</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>6/29/04</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> <small>Total number of pages including cover sheet, attachments, and document:</small> 13 </div>		

OP \$415.00 2504681

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

Additional registration numbers

2705376, 2284102, 2657214, 1955394, 1832123, 2077797, 2416542, 2171686, 2347638,
1937530

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of March 14, 2003, by and among Pacific Cycle, LLC, a Delaware limited liability company ("**Pacific**"), InSTEP LLC, a Minnesota limited liability company ("**InStep**" or the "**Company**"), Norwest Equity Partners VI, LP, a Minnesota limited liability partnership ("**Norwest**"), InSTEP, Inc., a Minnesota corporation ("**INC**") and each of the other Persons signing the signature pages under the caption "Members" (collectively, together with Norwest and INC, the "**Members**"). Pacific, the Company and the Members are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Company is in the business of marketing, distributing and selling jogging strollers, traditional strollers, bicycle trailers, outdoor sporting products and home living products (the "**Business**").

B. The Members, either directly or through their ownership of InSTEP, Inc., own all of the issued and outstanding membership interests of the Company (the "**Membership Interests**") and desire to sell to Pacific, and Pacific desires to acquire from the Members, all of the Membership Interests, upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS

"**Adverse Consequences**" means any and all demands, claims, corrective actions, investigations, fines, penalties, injunctions, judgments, orders, decrees, payments, obligations, actions or causes of action, assessments, losses, liabilities, damages (but excluding incidental, special, consequential, exemplary and punitive damages), costs and expenses, that are suffered, sustained, paid or incurred, including without limitation any legal or other expenses reasonably incurred in connection with investigating or defending any claims or actions and all amounts paid in settlement of claims or actions in accordance with Section 4.3 hereof. The amount of any Adverse Consequence for which indemnification is provided under Article 4 shall be net of any amounts actually recovered by the Acquiring Parties under insurance policies with respect thereto (and thus any such amounts shall not be included in calculating the Basket set forth in Section 4.3(c)(i)), and shall be (i) increased to take account of any net tax costs actually recognized by the Acquiring Parties arising from the receipt of indemnity payments hereunder (grossed up for such increase) and (ii) reduced to take the then present value of any net tax benefit (including as a result of any basis adjustment) to the Acquiring Parties reasonably and in good faith determined by the Acquiring Parties to have arisen from or relate to any such Adverse Consequence.

affect the occupancy, use and value of the affected assets, and (e) in the case of the Membership Interests, restrictions arising under applicable securities laws.

“Environmental Laws” means law, statutes, or regulations pertaining to the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material, and including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and Hazardous and Solid Waste Amendments, Federal Water Pollution Control Act, as amended by the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, Oil Pollution Act, Emergency Planning and Community Right-to-Know Act, and any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder.

“Excluded Intellectual Property” means (i) software and databases licensed to the Company under standard, non-exclusive software licenses granted to end-user customers by third parties in the ordinary course of such third parties’ business; and (ii) intellectual property which is embedded in equipment or fixtures and which is licensed to the Company under standard, non-exclusive licenses granted to customers by third parties in the ordinary course of such third parties’ business.

“GAAP” means United States generally accepted accounting principles as in effect from time to time, applied consistently with the principles used in preparing the Financial Statements (as defined in Section 3.2(f) below) for the Most Recent Audited Year End (as defined in Section 3.2(f) below).

“Good Reason” means any of the following: (i) a reduction in the cash compensation of the employee; (ii) a material reduction in the benefits provided to the employee (other than pursuant to an organization wide change in benefit programs by Pacific); (iii) a material demotion in responsibilities or duties of the employee; or (iv) a required relocation to a place other than a location within 50 miles of the location at which the employee performed substantially all of his or her duties immediately before the required relocation.

“Hazardous Material” means any substance, whether solid, liquid or gaseous in nature which is or becomes defined as **“hazardous waste”**, a **“hazardous substance”**, a **“pollutant”** or a **“contaminant”** under the Environmental Laws; petroleum products, including gasoline, diesel fuel, fuel oil, crude oil and motor oil and the constituents and fractions thereof; asbestos, including asbestos containing materials; and polychlorinated biphenyls (**“PCB”**).

“Intellectual Property” means any and all of the following which is owned by or licensed to the Company: (i) all registered and unregistered trademarks, trade dress, service marks, logos, trade names, and all applications to register the same (the **“Trademarks”**); (ii) all issued U.S. and foreign patents and pending patent applications, patent disclosures and improvements thereto (the **“Patents”**); (iii) all registered and unregistered copyrights and all applications to register the same (the **“Copyrights”**); (iv) all computer software and databases and web page content (the **“Software”**); (v) all categories of trade secrets, know-how, inventions

(whether or not patentable and whether or not reduced to practice), processes, procedures, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, customer and supplier lists, telephone numbers (including toll-free numbers), vendor qualification numbers and identification information, and other confidential and proprietary information ("**Proprietary Rights**"); (vi) all internet domain names and web addresses ("**Internet Domain Names**"); (vii) all licenses pursuant to which the Company has acquired rights in or to any of the Trademarks, Patents, Copyrights, Software, Proprietary Rights or Internet Domain Names (excluding licenses to Excluded Intellectual Property) ("**Licenses-In**"); and (viii) all licenses pursuant to which the Company has licensed to any third party any rights to any of the Trademarks, Patents, Copyrights, Software, Proprietary Rights or Internet Domain Names ("**Licenses-Out**"); provided, however, that the term "Intellectual Property" does not encompass any Excluded Intellectual Property.

"**Knowledge of the Company**" and "**Knowledge of the Members**", or any similar phrases, means the actual knowledge of any member of the Board of Governors of the Company, any Member, or any of the following Persons: Bill Edwards, Erik Martin, Greg Adams or Steve Cole.

"**Material Adverse Effect**" means a material adverse effect or impact upon the assets, financial condition, results of operations or business of the Company taken as a whole or on the ability of the Company or the Members, as a group, to consummate the transactions contemplated hereby.

"**Membership Interests**" has the meaning set forth in the Recitals.

"**Ordinary Course of Business**" means the ordinary course of business of the Company consistent with past custom and practice.

"**Person**" means any individual, trust, corporation, partnership, limited partnership, limited liability company or other business association or entity, court, governmental body or governmental agency.

"**Pro Rata Percentage**" means, with respect to each Member, the percentage set forth for such Member on Exhibit A attached hereto.

"**Subsidiary**" means any corporation, limited liability company, limited partnership, partnership, trust or other entity with respect to which another person has the power, directly or indirectly through one or more intermediaries, to vote or direct the voting of sufficient securities or interests to elect a majority of the directors or management committee or similar governing body.

"**Tax**" or "**Taxes**" means any United States or foreign, state or local income, gross receipts, sales, licenses, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, use, transfer, value added, alternative or add-on

RIFLE REST	Serial No. 29/159,427; filed April 18, 2002	N/A	U.S. design patent application; awaiting issued patent;
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Foreign

Title	Serial Number / Filing Date	Patent Number / Issue Date	Status
The Folding of Baby Carriage for Jogging (New Design)	83203957; filed March 24, 1994	096909; dated October 14, 1998	Issued Taiwan Patent
Multi-Purpose Stroller (Utility Model)	84210699; filed July 28, 1995	110271; dated October 14, 1998	Issued Taiwan Patent
Multi-Purpose Stroller (New Design)	84306140; filed July 25, 1995	051106; dated September 24, 1998	Issued Taiwan Patent
3-Wheeled Swivel Stroller (Utility Model)	85208634; filed January 27, 1997	119814; date October 8, 1998	Issued Taiwan Patent
Improved Wheel Assembly for Stroller (Utility Model)	85210988; filed July 18, 1996	120869; dated October 8, 1998	Issued Taiwan Patent
3-Wheeled Swivel Stroller (New Design)	85310551; filed December 13, 1996	061268; dated September 30, 1998	Issued Taiwan Patent
Omni Stroller (New Design)	86300863; filed January 30, 1997	059273; dated October 14, 1998	Issued Taiwan Patent
Stroller (New Design)	86305250; filed June 19, 1997	062663; dated January 13, 1999	Issued Taiwan Patent
Stroller (Associated New Design)	86305250U01; filed August 17, 1998	062663; dated January 13, 1999	Issued Taiwan Patent

• Trademarks

Trademark	Serial Number / Filing Date	Reg. Number/ Reg. Date	Status
ROLLERBABY (stylized)	Serial No. 74/354,371; filed February 1, 1993	Registration No. 1,832,123; dated April 19, 1994	Registered U.S. trademark
SAFARI	Serial No. 74/435,439; filed September 10, 1993	Registration No. 2,077,797; dated July 8, 1997	Registered U.S. trademark
ZOOMER	Serial No. 74/528,636; filed May 24, 1994	Registration No. 1,937,530; dated November 21, 1995	Registered U.S. trademark

RIDE N RUN	Serial No. 74/543,866; filed June 30, 1994	Registration No. 1,955,394; dated February 6, 1996	Registered U.S. trademark
HITCHHIKER	Serial No. 75/104,866; filed May 16, 1996	Registration No. 2,126,232; dated December 30, 1997	Registered U.S. trademark
TURBO-TRAILER	Serial No. 75/104,868; filed May 16, 1996	Registration No. 2,171,686; dated July 7, 1998	Registered U.S. trademark
SUNCRUISER	Serial No. 75/154,944; filed August 23, 1996	Registration No. 2,131,323; dated January 20, 1998	Registered U.S. trademark
OPTIMA	Serial No. 75/462,583; filed April 6, 1998	Registration No. 2,284,102; dated October 5, 1999	Registered U.S. trademark
ZII	Serial No. 75/479,359; filed May 4, 1998	Registration No. 2,347,638; dated May 2, 2000	Registered U.S. trademark
IN STEP	Serial No. 75/594,256; filed November 23, 1998	Registration No. 2,443,185; dated April 10, 2001	Registered U.S. trademark
SNOW STOMPERS	Serial No. 75/717,388; filed May 25, 1999	Registration No. 2,416,542; dated December 26, 2000	Registered U.S. trademark
EZ STRIDER	Serial No. 75/713,888; filed May 25, 1999	Registration No. 2,485,833; dated September 4, 2001	Registered U.S. trademark
MARATHON	Serial No. 76/098,095; filed July 26, 2000	Registration No. 2,636,575; dated October 15, 2002	Registered U.S. trademark
ELITE	Serial No. 76/225,349; filed March 15, 2001	Registration No. 2,504,681; dated November 6, 2001	Registered U.S. trademark
MY CADDY	Serial No. 76/332,086; filed October 30, 2001	N/A	Pending U.S. trademark application
QUICK N EZ	Serial No. 76/334,323; filed November 6, 2001	Registration No. 2,657,214; dated December 3, 2002	Registered U.S. trademark
INSTEP	Serial No. _____; filed January 6, 2003	N/A	European Community Trademark Application; under examination