

FORM PTO-1594
1/31/92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Angel Motorcycles, Inc.

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

Internal Address: Standard Building, Main Level
Street Address: 510 West Hastings Street
City: Vancouver State: BC, Canada ZIP V6B 1L8

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Minnesota
 Other _____

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State - Canada
 Other _____

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

3. Nature of conveyance:
 Assignment Merger

Security Agreement Change of Name
 Other _____
Assignment of Security Interest

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)

Execution Date: September 11, 2002

Yes No

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

A. Trademark Application No.(s)
75463824

B. Trademark Registration No.(s)
2084188

Additional numbers attached? Yes No

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

Name: Michael A. Bondi
Internal Address: 4800 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2100
Street Address: 4800 IDS Center
80 South Eighth Street
City: Minneapolis State: MN 55402-2100

6. Total number of applications and registrations
involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 16-0631
(Attached duplicate copy of this page if
paying by deposit account)

CH \$65.00 160631 75463824

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.

Michael A. Bondi

12/8/04

Name of Person Signing:

Michael A. Bondi

Date

Total number of pages comprising cover sheet: 02

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

Do not detach this portion

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

**Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513**

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

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
David S. Miller, 612-672-3209

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Richard G. Morgan
Bowman and Brooke LLP
150 S. 5th St., Suite 2600
Minneapolis, MN 55402-4244

Filing NO: 2003694956
Filing Date: 2003/03/28
Filing Time: 5:00 PM
State of Minnesota
Processing Office: Secretary of State
Filed by: nehno01

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **2180150**

1b. THIS FINANCING STATEMENT AMENDMENT is filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is extended for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. **SEPARATE INSTRUCTIONS**

ADD INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give and/or related collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Angel Motorcycles, Inc.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

Filing NO: 2003694956

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 11 on Amendment form)

2180150

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 8 on Amendment form)

12a. ORGANIZATION'S NAME

Angel Motorcycles, Inc.

OR
12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

NMI Investments, Inc. was the original secured party as named in UCC-1 Financing Statement, File No. 2180150, Nov. 24, 1999. Via Filing No. 2188938, Dec. 29, 1999, NMI Investments made a total assignment of its security interest in Norton Motorcycles, Inc. to Angel Motorcycles, Inc. On Sept. 11, 2002, Angel Motorcycles, Inc. assigned its security interest in Norton Motorcycles, Inc. to Global Coin Corporation, thus terminating Angel's security interests in Norton Motorcycles, Inc., via an "Assignment of Debt and Security Interest." A true and accurate copy of the Sept. 11, 2002 Assignment of Debt and Security Interest is attached hereto as Exhibit A.

Filing NO: 2003694956

ASSIGNMENT OF DEBT AND SECURITY AGREEMENT

THIS ASSIGNMENT dated this 11 day of September 2002

BETWEEN:

Donald F. Shift
6400 Flying Cloud Drive,
Edina, MN 55344

AND

Angel Motorcycles, Inc.
6315 Timber Trail
Edina, MN 55439
(Collectively, jointly and severally the "Assignor")

AND

Global Corp. Corporation
510 West Huxman Street
Standard Building, Main level
Vancouver, B.C. V6E 3G2 (the "Assignee")

WHEREAS:

A. The Assignor is owed in excess of the sum of \$100,000.00 by Norton Motorcycles, Inc. formerly Norton Motors International Inc., ("Norton") which debt was secured by Norton's secured promissory notes and registered under various UCC-1 Financing Statements pursuant to Minnesota Uniform Commercial Code including but not limited to 2037905, 2039116, and 2180150 and which obligations are hereafter referred to collectively as the "Debts"

B. The Debts are secured by secured promissory notes and UCC-1 Financing Statements given by Norton (the "Security") which Security given by Norton was registered under Minnesota Uniform Commercial Code on various dates.

C. The Assignor wishes to transfer and assign unto the Assignee the Debts and all of its right, title and interest in the Security including the Security over the personal property and undertaking of Norton.



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Exhibit A
to Forms UCC3 and UCC3Ad of
Angel Motorcycles, Inc. re Initial Financing
Statement File No. 2180150

Filing NO: 2003694956

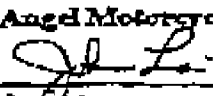
NOW THEREFORE THIS ASSIGNMENT WITNESSETH THAT for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby grants, assigns, transfers and sets over unto the Assignee absolutely all of the Assignor's right, title and interest in and to the Debts and the Security together with the full benefit of all powers, covenants, agreements and provisions contained therein.
2. The Assignor hereby represents and warrants to the Assignee that the Debts are owing and that the Security is duly granted and enforceable in accordance with its terms and that the Assignor has not granted any prior assignment of the Debts or the Security and that the Assignor has good and sufficient power and authority to enter into this Assignment.
3. Save and except for the representations and warranties contained in Section 2 hereof, the Assignor acknowledges that the Assignor makes no representations or warranties, express or implied, statutory or otherwise, with respect to the Debts or the Security.
4. The Assignor will indemnify the Assignee against and save it harmless from any loss, cost or damage of any nature whatsoever sustained or claimed against the Assignee directly or indirectly by reason of any actions or omissions of the Assignee following execution of this Assignment with respect to the Security and the Debts.
5. The parties hereto shall execute and deliver all such further documents and instruments and do all acts and things as may be reasonably required to carry out the full intent and meaning of this Assignment.
6. This Agreement may be signed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute an agreement. Facsimile signatures shall be deemed original signatures for the purpose of execution of this Agreement.
7. This Assignment shall come to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Assignment as of the date and year first above written.

Donald Schiff

Assignor

Angel Motorcycles, Inc.

Assignee

Global Coto Corporation

Assignee