

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):  
Donald Shiff
- 2. Name and address of receiving party(ies):  
Name: Angel Motorcycles, Inc.

Internal Address:

Street Address: 6315 Timber Trail

City: Edina State: MN ZIP 55439

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Minnesota
- 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: December 29, 1999 Yes  No

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

A. Trademark Application No.(s)  
75463824

B. Trademark Registration No.(s)

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: 1

- 7. Total fee (37 CFR 3.41): \$40.00  
 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 \$80.00 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.*

Name of Person Signing:

Michael A. Bondi  
Michael A. Bondi

12/08/04  
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



Filing NO: 2003694988  
Filing Date: 2003/03/28  
Filing Time: 5:00 PM  
State of Minnesota  
Processing Office: Secretary of State  
Filed by: etici01

### 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**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**2089116**

1b. This FINANCING STATEMENT AMENDMENT is to be 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 continued 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 or  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 regards 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
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral  deleted, or  added, or give entire  restated collateral description, or describe collateral  assigned  NONE

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

OR

9b. INDIVIDUAL'S LAST NAME

Shiff	FIRST NAME	MIDDLE NAME	SUFFIX
	Donald	P.	

10. OPTIONAL FILER REFERENCE DATA

Filing NO: 2003694988

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)  
**2089116**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item D on Amendment form)  
12a. ORGANIZATION'S NAME

OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
	<b>Shiff</b>	<b>Donald</b>	<b>F.</b>

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Joseph Novogratz, Donald Shiff and Global Coin Corporation were the original secured parties, as named in the in UCC-1 Financing Statement File No. 2089116, Dec. 7, 1998. On Sept. 11, 2002, Donald F. Shiff, via an "Assignment of Debt and Security Agreement," assigned his security interest in Norton Motorcycles, Inc. to Global Coin Corporation, thus terminating Shiff's security interest in Norton Motorcycles, Inc. A true and accurate copy of the Sept. 11, 2002 Assignment of Debt and Security Agreement is attached hereto as Exhibit A.

Filing NO: 2003694988

**ASSIGNMENT OF DEBT AND SECURITY AGREEMENT**

THIS ASSIGNMENT dated this 11 day of September 2002

**BETWEEN:**

Donald F. Shiff  
5400 Flying Cloud Drive,  
Eden Prairie, MN 55344

**AND**

Angel Motorcycles, Inc.  
4315 Timber Trail  
Edina, MN 55439 (Collectively, jointly and severally the "Assignor")

**AND**

Global Cola Corporation  
510 West Hastings Street  
Standard Building, Main level  
Vancouver, B.C. V6E 3G1 (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 as secured promissory notes and registered under various UCC 1 Financing Statements pursuant to Minnesota Uniform Commercial Code including but not limited to 2087905, 2089116, and 2180150 and which obligations are hereafter referred to collectively as the "Debt"

B. The Debt is 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 Debt and all of its right, title and interest in the Security including the Security over the personal property and undertaking of Norton.



Exhibit A  
to Forms UCC3 and UCC3Ad of  
Donald F. Shiff re Initial Financing  
Statement File No. 2089116

Filing NO: 2003694988

**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 power, 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 Assignee 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 Assignee will indemnify the Assignor against and save it harmless from any loss, cost or damage of any nature whatsoever sustained or claimed against the Assignor directly or indirectly by reason of any action or contact 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 ensure 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 Skiff

  
 Assignor

Angel Motorcycles, Inc.

  
 Assignor

Global Cuts Corporation

  
 Assignee

ADGCS/ADGCVL10

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