

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):  
Global Coin Corporation
- 2. Name and address of receiving party(ies):  
Name: Norton Motorcycles, Inc.

Internal Address:  
Street Address: 1675 Broadway  
City: Denver State: Colorado ZIP 80202

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Colorado
- Other \_\_\_\_\_

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

- 3. Nature of conveyance:  
 Assignment  Merger

- Security Agreement  Change of Name
- Other \_\_\_\_\_
- Termination 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: March 28, 2003 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 Bondi*

*12/08/04*

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



Filing NO: 2003695003  
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 I.L.P  
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 (or recorded) (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 item 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. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral  deleted or  added, or give entire  related 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  
Global Coin Corporation

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Filing NO: 2003695003

**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 0 on Amendment form)

12a. ORGANIZATION'S NAME  
**Global Coin Corporation**

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

Donald Shiff, Joseph Novogratz and Global Coin Corporation were the original secured parties, as named in UCC-1 Financing Statement File No. 2089116, Dec. 7, 1998. Joseph Novogratz made a total assignment of his security interest in Norton Motorcycles, Inc. to Angel Motorcycles, Inc., thus terminating Novogratz's security interest in Norton Motorcycles, Inc. A true and accurate copy of Novogratz's assignment is attached hereto as Exhibit A. On Sept. 11, 2002, Angel Motorcycles, Inc. and Donald Shiff, terminated their security interests in Norton Motorcycles, Inc., via an "Assignment of Debt and Security Interest," by assigning those interests to Global Coin Corporation. A true and accurate copy of the Sept. 11, 2002 Assignment of Debt and Security Interest is attached hereto as Exhibit B.

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>David S. Miller, 612-672-3209</b>
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Richard G. Morgan Bowman and Brooke LLP 150 S. 5th St., Suite 2600 Minneapolis, MN 55402-4244</b>

Filing NO: 2003695001  
Filing Date: 2003/03/28  
Filing Time: 5:00 PM  
State of Minnesota  
Processing Office: Secretary of State  
Filed by: nchno01

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # <b>2180150</b>	1b. THE FINANCING STATEMENT AMENDMENT IS to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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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 part): 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 regard to changing the name/address of 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 7d-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	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
Describe collateral  deleted or  added, or give entire  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  
**Global Coin Corporation**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

**FOLLOW INSTRUCTIONS (read 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 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
Global Coin Corporation		
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: 2003695003

**ASSIGNMENT OF DEBT AND SECURITY AGREEMENT**THIS ASSIGNMENT dated this 11 day of September 2002**BETWEEN:**

Donald F. Shiff  
6400 Flying Cloud Drive,  
Eden Prairie, MN 55344

**AND**

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

**AND**

Global Coin Corporation  
510 West Hastings 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 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 "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.



HEX002AD44091107

- 1 -

Exhibit B  
to Forms UCC3 and UCC3Ad of  
Global Coin Corporation re Initial Financing  
Statement File No. 2089116

TRADEMARK  
REEL: 002989 FRAME: 0398

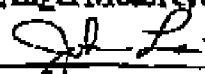
Filing NO: 2003695003

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 provisos 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 actions or conduct 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 inure 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 Shift  
  
Assignor

Angel Motorcycles, Inc.  
  
Assignor

Global Cuts Corporation  
  
Assignee



APR 01 2003 14:22 FR BOWMAN & BROOKE #1

TO 96123499266

P.03

STATE OF MINNESOTA

FILED PSL

DISTRICT COURT

COUNTY OF HENNEPIN

03 MAR 28 PM 1:38

FOURTH JUDICIAL DISTRICT

Global Coin Corporation,

BY \_\_\_\_\_ DEPUTY  
HENN CO. DISTRICT  
COURT ADMINISTRATOR

Civil File No. 02-~~995~~  
19413

Plaintiff,

SATISFACTION OF JUDGMENT

v.

Norton Motors International, Inc., f/k/a  
Hallmark Properties, Inc., Norton  
Acquisition Corporation,

03/28/03 1:38PM 000001#7378  
0020 SERV.020

NO23965  
MISFEE  
CASH

\$5.00  
\$5.00


Defendants.

Steven L. Reitenour, the undersigned attorney for Plaintiff/Judgment Creditor, hereby certifies that judgment in the above-entitled action in favor of Global Coin Corporation, entered and docketed in the above-named Court on December 18, 2002, in the amount of One Hundred Ten Thousand Two Hundred Five and 16/100 Dollars (\$110,205.16), has been satisfied in full.

The Clerk in the above-named Court is hereby authorized to discharge judgment of record in its entirety.

IN WITNESS WHEREOF, Plaintiff/Judgment Creditor's duly authorized representative, sets his hand this 27 day of March, 2003.

BOWMAN & BROOKE LLP

By   
Richard G. Morgan (#157053)  
Steven R. Reitenour (#225691)  
150 Fifth Street Tower, Sult e2600  
Minneapolis, MN 55402  
Telephone: (612) 672-3200

Attorneys for Plaintiff/ Judgment Creditor  
Global Coin Corporation

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Global Coin Corporation,

Civil File No. 02-3965

Plaintiff,

v.

**SATISFACTION OF JUDGMENT**

Norton Motors International, Inc., f/k/a  
Hallmark Properties, Inc., Norton  
Acquisition Corporation,

Defendants.

Steven L. Reitenour, the undersigned attorney for Plaintiff/Judgment Creditor, hereby certifies that judgment in the above-entitled action in favor of Global Coin Corporation, entered and docketed in the above-named Court on March 19, 2002, in the amount of Four Million One Hundred Twenty-Two Thousand Eight Hundred Seventy-One and 40/100 Dollars (\$4,122,871.40) has been satisfied in full. The Clerk in the above-named Court is hereby authorized to discharge judgment of record in its entirety.

IN WITNESS WHEREOF, Plaintiff/Judgment Creditor's duly authorized representative, sets his hand this 28 day of March, 2003.

**BOWMAN & BROOKE LLP**

By 

Richard G. Morgan (#157053)  
Steven R. Reitenour (#225691)  
150 Fifth Street Tower, Suit e2600  
Minneapolis, MN 55402  
Telephone: (612) 672-3200

**Attorneys for Plaintiff/ Judgment Creditor  
Global Coin Corporation**

APR 03 2003 11:53 FR BOWMAN &amp; BROOKE #1

TO 96123499266

P.02/05

<b>DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO</b> 1437 Bannock Street Denver, Colorado 80202	<b>▲ COURT USE ONLY ▲</b>
<b>Plaintiffs:</b> GLOBAL COIN CORPORATION  <b>Defendants:</b> NORTON MOTORCYCLES, INC., fka HALLMARK PROPERTIES, INC., NORTON ACQUISITION CORPORATION	
Steven R. Rider BLOCK MARKUS WILLIAMS, L.L.C. 1700 Lincoln, Suite 3550 Denver, CO 80203 Telephone: (303) 830-0800 Facsimile: (303) 830-0809 E-Mail: <a href="mailto:srider@bmwillc.com">srider@bmwillc.com</a> Atty. Reg. No. 7921 Attorneys for Plaintiff	Case No. 02 CV 5084  Courtroom 6
<b>SATISFACTION OF JUDGMENT</b>	

Steven R. Rider, the undersigned attorney for Plaintiff/Judgment creditor, hereby certifies that judgment in the above-entitled action in favor of Global Coin Corporation, entered and docketed in the above-named Court on July 2, 2002 in the amount of Four Million One Hundred Twenty-Two Thousand Eight Hundred Seventy-One and 40/100 Dollars (\$4,122,871.40), has been satisfied in full.

The Clerk in the above-named Court is hereby authorized to discharge the judgment of record in its entirety.

