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Docket No.:

02-23-2006



103183237

original documents or copy thereof.

To the Director of the United States Patent and T

1. Name of conveying party(ies):

Sweet Art Company, L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other a Kansas Limited Liability Company

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: August 1, 2002

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

Name: Altura Incorporated

Internal Address: Lenexa Business Center 41

Street Address: 9900 Pflumm Road

City: Lenexa State: KS ZIP: 66215

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

02/22/2006 DBYRNE 00000154 2982513

01 FC:8521 (40.00 OP) Additional numbers

B. Trademark Registration No.(s)

2,982,513

Yes No

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

Name: Wm. Bruce Day

Internal Address: DAY LAW FIRM, P.C.

Suite 300

Street Address: 4330 Belleview

City: Kansas City State: MO ZIP: 64111

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:

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.

Wm. Bruce Day

Name of Person Signing

Wm. Bruce Day
Signature

2/16/06
Date

Total number of pages including cover sheet, attachments, and

19

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003305 FRAME: 0083

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), effective as of August 1, 2002, is between Altura Incorporated, a Kansas Corporation (herein referred to as the "Buyer"), or Buyer's assigns, and Sweet Art Company, L.C., a Kansas limited liability company (herein referred to as the "Seller").

RECITALS

A. In general, Seller is engaged in the manufacture of specialty bakery equipment located at 1905 East 123rd Street, Olathe, Kansas 66061 (herein referred to as "Seller's Business").

B. Buyer desires to purchase from Seller all of the assets used in the operation of the Seller's business.

C. Buyer may enter into a Consulting Agreement with Seller after an initial three (3) week training period from the close of sale.

D. Seller desires to sell all of Seller's assets used in or related to the Seller's Business and its operations.

E. Seller and John L. Wempe agree to enter into a Noncompetition, Nonsolicitation and Nondisclosure Agreement with Buyer.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, representations, and warranties hereinafter set forth, the parties hereto mutually agree as follows:

Section 1. Purchase and Sale of Assets

On the Closing Date hereinafter defined and for the Asset Purchase Price hereinafter stated, Seller will sell, transfer, assign, and deliver to Buyer or Buyer's Assigns to the extent herein provided, and Buyer and such Assignees will purchase, all of the following assets and property of Seller (hereinafter called "Assets"):

1.1 Furniture, Fixtures, and Equipment.

All furniture, furnishings, fixtures, shelving, machinery, equipment, signs, books and records, and other tangible personal property owned by Seller and used in the operation of Seller's Business, including inventory, as more fully described in Exhibit A attached hereto and incorporated herein by reference.

1.2 Goodwill and Intangible Personal Property.

All of the following intangibles and other effects pertaining to Seller's manufacturing business:

1.2.1 License and Permits. All occupational license and other licenses including all existing cartridge and software licenses granted by the Sweet Art Sales and Licensing Agreement and permits necessary for the operation of said business, to the extent transferrable.

1.2.2 Intellectual Property Rights. All patents, copyrights, trademarks, software source code and licensing rights, customer lists, and other intellectual property rights of the Seller.

1.2.3. Goodwill. All goodwill of Seller.

1.2.4. Telephone Numbers. All of Seller's right to use and have assigned for its use all telephone numbers for Seller's place of business.

1.2.5. Name. The right to use the name "SWEET ART" and all variations thereof.

1.2.6. Lease. Assignment of the lease for use of the premises at Seller's place of business.

1.2.7. Website. All rights, usage, etc. to the existing website of Sweet Art Company, L.C. (including domain names and electronic mail addresses.)

1.3 Services of John L. Wempe.

The full time and services of John L. Wempe from the closing through August 22, 2002.

The Buyer agrees to purchase Seller's interest in all of the aforesaid assets and property on Closing Date free and clear of all liabilities, obligations, encumbrances, and security interests for the Asset Purchase Price hereinafter stated.

Section 2. Excluded Assets.

The Assets to be sold and purchased under Section 1 shall not include the following (the "Excluded Assets"):

2.1 Seller's cash and cash equivalents (specifically defined as demand deposit or money market accounts).

2.2 The minute books, stock records and corporate seal of Seller.

2.3 Any automobiles at Seller's location.

2.4 Seller's prepaid expenses or deposits.

2.5 Seller's claims for the refund of taxes and other governmental charges of whatever nature for all periods prior to the Closing Date.

2.6 Rights which accrue or will accrue to Seller under this Agreement.

2.7 Claims or rights against third parties relating to liabilities or obligations which are not specifically assumed by Buyer hereunder.

Section 3. Sellers' Liabilities.

All of Seller's liabilities, debts and obligations of every character or description, known or unknown, accruing or arising from any and all transactions or occurrences prior to the Closing shall be Seller's sole obligation and responsibility except as specifically set forth as follows regarding the proration of certain taxes and utility costs and except as specifically assumed by Buyer under this Agreement and set forth in Section 1 hereto. With respect to the Assets being transferred pursuant to this Agreement, all personal and real property taxes, inventory taxes or assessments of like kind, for the year of closing shall be prorated as of the Closing as shall costs for utility services.

Section 4. Asset Purchase Price.

The parties agree the consideration payable to Seller by Buyer in conjunction with Buyer's purchase of the Assets (excluding the assets addressed in Section 2, and subject to adjustments as per this Section 4, if any) will be Two Hundred Twenty-Five Thousand Five Hundred Five Dollars and Seventy-Three Cents (\$225,505.73) which includes the following:

Property, Plant and Equipment:	\$ 3,078.00
Inventory:	145,395.77
Trade Accounts Receivable:	<u>77,031.96</u>
	<u>\$ 225,505.73</u>

4.1 Inventory Adjustments.

The Asset Purchase Price described in Section 4 shall be adjusted for inventory as follows:

In order to determine the inventory adjustment, if any, a physical inventory shall be determined by Seller and Buyer immediately after the Closing and as of July 31, 2002. An agreed value for such inventory shall be derived based upon fair market value. To the extent such agreed value is in excess of \$145,395.77, the Asset Purchase Price shall be increased and paid by increasing the Cash Payment referred to hereafter. To the extent such agreed value is less than \$145,395.77, the Cash Payment shall be decreased. The payment necessary to adjust the Cash Payment shall be made by August 15, 2002.

4.2 Accounts Receivable Adjustment.

The Asset Purchase Price described in Section 4 shall be adjusted for the Accounts Receivable as follows:

In order to determine the accounts receivable adjustment, if any, the amount of such receivables shall be determined by Seller and Buyer as of July 31, immediately after the Closing and reviewed November 1, 2002. An agreed value for such receivables derived will be based on trade Accounts Receivable. To the extent such agreed value is in excess of \$ 77,031.96 the Cash Payment shall be increased. To the extent such agreed value is less than \$77,031.96 (determined on November 1, 2002), the Cash Payment shall be decreased. The payment necessary to adjust the Cash Payment shall be made by November 15, 2002.

4.3 Payment of Asset Purchase Price.

Buyer shall pay the Asset Purchase Price to Seller as follows:

(a) A Certified check delivered to Seller at closing in the amount of One Hundred Eighty-One Thousand Six Hundred Seventeen Dollars and No Cents (\$181,617.00) (the "Cash Payment");

(b) The balance of Forty-Three Thousand Eight Hundred Eighty-Eight Dollars and Seventy-Three Cents (\$43,888.73) will be in the form of a Promissory Note at 9% interest rate made

by Scott D. Smith in favor of and delivered to Seller at Closing to be paid in sixty (60) equal payments with the initial payment due and payable within one month of Closing. The amount of the Promissory Note is subject to adjustment as provided in 4.1 and 4.2 above.

Section 5. Closing

5.1 Closing Date.

The closing shall be held on August 7, 2002, at 8:00 a.m. at the office of Buyer's counsel (Holman Hansen Colville & Coates, P.C., 10740 Nall Ave., Suite 200, Overland Park, Kansas 66211). The closing shall be deemed effective as of the end of business on July 31, 2002. The date and event of such sale and purchase are, respectively, hereinafter referred to as the "Closing Date" and the "Closing."

5.2 Sellers' Duties at Closing.

At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) Such bills of sale, endorsements, assignments, certificates of title and other instruments of transfer and conveyance as shall be effective to vest title to each of the Assets in Buyer;

(b) Pay off and lien release letters (and UCC termination statements) from all Seller's creditors and lenders who have, or may claim, any interest, lien or encumbrance upon any Asset to be acquired hereunder by Buyer showing the full pay-off amount as of August 1, 2002 and stating that upon such payment all liens and encumbrances shall be fully released;

(c) Unless incorporated herein, a duly executed Noncompetition, Nonsolicitation and Nondisclosure Agreement with Buyer executed by Seller and John L. Wempe;

(d) Certificate of good standing of Seller issued within seven (7) days prior to the Closing Date by the Secretary of State of the State of Kansas;

(e) Certificates of the secretary and general partners, as applicable, of Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, as to (i) the resolutions of the board of directors, partners and shareholders of Seller approving this transaction and authorizing the execution and performance of this Agreement and any other ancillary documents or agreements to which either is a party in relationship to the transactions contemplated hereby; and (ii) incumbency and signature authenticity of the officers/general partners of the Seller executing this Agreement and any ancillary documents thereto.

5.3 Buyer's Duties at Closing.

At the Closing, Buyer shall cause to be transferred to Seller a Certified check for the purchase price set forth in Section 4.3(a) hereof and the Promissory Note set within Section 4.3(b) hereof.

5.4 Conditions Precedent to Buyer's Obligation to Close.

Buyer's obligation to purchase the Assets hereunder and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing by Buyer, in whole or in part). Should any of the following not be met, Buyer shall have no further obligation hereunder, and shall not be required to close on any aspect of the transaction.

(a) All of Seller's representations and warranties (considered individually) in this Agreement must have been accurate in all respects both as of the date hereof and as of the Closing date as if made on the Closing date, after giving effect to any revisions to any schedules hereto acceptable to Buyer.

(b) Buyer shall have completed its acquisition review and/or due diligence of the Seller's, Business and the Assets and Buyer shall have verified to its satisfaction the financial, legal, environment, market, employment, customer, supplier and such other information relating to the Seller's Business and Assets as Buyer deems material or desirable.

(c) There must not have been commenced or threatened against Buyer or Seller, or any person, entity, association or organization associated therewith, any proceeding involving any challenge to, or seeking damages or other relief in connection with, any of the transactions contemplated hereby or that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the transactions contemplated hereby.

Section 6. Representations And Warranties Of Seller

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, the Seller represents and warrants to Buyer and agrees, that to Seller's actual knowledge, as follows:

6.1 Organization and Authority.

(a) Seller is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Kansas. The First Missouri Co., L.C. (John L. Wempe,

managing member) and Kent T. Perry are the members of Sweet Art Company, L.C. Sweet Art Company, L.C. does not own, use, operate, rely upon or lease any assets or properties other than those disclosed to Buyer. Seller is not required to be qualified to transact business as a foreign corporation in any jurisdictions. No other jurisdiction has demanded, requested or otherwise indicated that Seller is required to qualify as a foreign corporation. Seller has the full power and authority to own or lease and to operate and use its properties and assets and to carry on its business as now conducted.

(b) Seller has the full power and authority to execute, deliver and perform this Agreement and all of the other documents and agreements required to fully consummate the entire transaction herein contemplated. The execution, delivery and performance of this Agreement and all of the other documents and agreements required to fully consummate the entire transaction herein contemplated have been duly authorized and approved by Seller's respective director(s), officer(s), shareholder(s), partner(s) and spouse(s). This Agreement and all of the other documents and agreements required to fully consummate the entire transaction herein contemplated have been duly authorized, executed and delivered by Seller and is the legal, valid and binding obligation of each Seller enforceable in accordance with its terms.

(c) Neither the execution and delivery of this Agreement or any of the other documents and agreements required to fully consummate the entire transaction herein contemplated, nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of any of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any encumbrance upon any of the Assets; or

(ii) require the approval, consent, authorization or act of, or the making by the Seller of any declaration, filing or registration with, any person, organization, entity or governmental authority.

6.2 Property and Assets.

(a) The Assets constitute all of the assets and properties used in, or necessary for, the operation of the Seller's Business. The Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, routine maintenance and repairs excepted. The Assets are sufficient for the continued conduct of the Seller's Business after the Closing in substantially the same manner as conducted by Seller prior to the Closing.

(b) Seller has good title to the Assets to be sold and transferred to Buyer hereunder. As of the Closing Date, none of such Assets will be subject to any contract of sale, or to any encumbrances, security agreements, liens or charges of any kind or character. Upon transfer to

Buyer, no person, corporation, organization, entity or governmental authority shall have or claim any ownership, right or other interest in any the Assets.

(c) All inventory of Seller, whether or not reflected on the Balance Sheet or the records of Seller as of the Closing Date, consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value on the Balance Sheet as of the Closing Date.

(d) All trade accounts receivable, whether or not reflected on the Balance Sheet or the records of the Seller as of the Closing date, are collectible within 90 days of the Closing.

6.3. Taxes.

(a) (i) Seller has all federal, state, county and local tax returns and reports required to be filed; (ii) all such tax returns and reports are complete and accurate and disclose all taxes (including, but not limited to, income, withholdings, employment, franchise, occupation, fuel, sales, use, and property) required to be paid by Seller for the periods covered thereby; (iii) all such taxes (whether or not shown on any tax return or returns) owed by Seller has been fully and timely paid; (iv) Seller has not waived or been requested to waive any statute of limitations in respect of any such taxes; (v) there is no action, suit, investigation, audit, claim or assessment pending or proposed or threatened with respect to any such taxes of Seller and no basis exists therefor; and (vi) no claim has ever been made by any taxing authority that any of Sellers has failed to pay any such taxes or failed to file any tax return or report.

6.4. Governmental Permits.

Seller owns, holds and possesses all licenses, franchises, permits, privileges, immunities, approvals and other authorizations from all governmental authorities which are necessary to own or lease, operate and use the Assets so as to carry on and conduct the Seller's Business substantially as currently conducted (herein collectively called "Governmental Permits"). Complete and correct copies of all of the Governmental Permits have heretofore been delivered to Buyer by the Seller.

6.5. Employee Relations.

(a) Exhibit B contains: (i) a list of all officers, directors, partners, employees and commission salespersons of Seller as of the Closing Date; (ii) the then current annual compensation of, and a description of the fringe benefits provided by the Seller to such persons; (iii) a list of all present or former officers, directors, partners, employees and commission salespersons of Seller who have terminated or given notice of their intention to terminate their relationship with the Company

since January 1, 2002; (iv) a list of any increase, effective after January 1, 2002 in the rate of compensation for such persons; (v) a list of all substantial changes in job assignments of, or arrangements with, or promotions or appointments of, any officers, directors, partners, employees or commission salespersons; (vi) a list of all bonuses for fiscal years ended December 31, 2000, 2001 and 2002 which have been paid or are scheduled to be paid to any employee or commission salesperson of Sellers; and (vii) a complete list of all severance, change of control, termination or similar agreements or arrangements (whether written or unwritten) which any of Sellers has in place with any officer, director, partner, employee or commissioned salesperson.

(b) Except as set forth in Exhibit B, Seller has complied with all applicable laws, rules and regulations which relate to prices, wages, hours and discrimination in employment and none of them is liable for any arrears of wages or any taxes or penalties for any failure to comply with any of the foregoing. Seller is not affected by any dispute or controversy with a union or with respect to unionization or collective bargaining involving any supplier or customer of Seller

6.6. Contracts

(a) Seller is not a party to or bound by:

(i) any contract for the purchase, sale or lease (other than the lease of the premises at 1905 East 123rd Street, Olathe, Kansas) of real or personal property;

(ii) other than purchase orders 13786 and 13795 dated June 25, 2002 and July 3, 2002, respectively, issued to Midwest Technologies (MTC), any contract for the purchase of raw materials which involves the payment of more than \$10,000 in any single 12-month period or which extends beyond the Closing Date;

(iii) any consignment, distributor, dealer, manufacturers representative, sales agency, advertising representative or advertising or public relations contract;

(iv) any guarantee of the obligations of customers, suppliers, officers, directors, employees, affiliates or others;

(v) any contract not made in the ordinary course;

(vi) any contract with any union or similar organization or entity;

(vii) any contract or other agreement between Seller with the subject of such contract or agreement being in any way related to the Seller's Business, the continued Seller's Business operations and/or the Assets; or

(viii) any franchise, license (except to Cake Top Publishing, Inc., and Bakery Crafts), use, royalty or other similar contract or agreement in any way related to the Seller's Business,

the continued Seller's Business operations and/or the Assets (other than Sweet Art and software licensing agreements.)

(b) All contracts (including all existing Sweet Art sales and licensing agreements to which Seller is a party is a valid and binding obligation of the parties thereto and is in full force and effect and will continue in full force and effect after the Closing, in each case without breaching the terms thereof or resulting in the forfeiture or impairment of any rights thereunder and without the consent, approval or act of, or the making of any filing with, any other party. Seller has fulfilled and performed its obligations under each such contract, and Seller is not in, or alleged to be in, breach or default under, nor is there or is there alleged to be any basis for termination of, any of such contracts and no other party to any such contracts has breached or defaulted thereunder, and no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by Seller or by any such other party. Seller is not currently negotiating any dispute or claim under any such contracts or paying liquidated damages in lieu of performance thereunder.

6.7. No Violation, Litigation or Regulatory Action.

(i) the Assets and their uses comply with all applicable requirements of law, regulations and court orders;

(ii) Seller has complied with all requirements of laws, regulations and court orders which are applicable to the Assets and/or the Seller's Business;

(iii) there are no lawsuits, claims, suits, proceedings or investigations pending or threatened (except for Sweet Sheets and Kelloggs) against or affecting Seller, the Assets or the Seller's Business nor is there any basis for any of the same, and there are no lawsuits, suits or proceedings pending in which Seller is the plaintiff or claimant;

(iv) there is no action, suit or proceeding pending or threatened which questions the legality or propriety of the transactions contemplated by this Agreement; and

(v) to the best of Seller's knowledge, no legislative or regulatory proposal or other proposal for the change in any requirements of laws or the interpretation thereof has been adopted or is pending which would adversely affect the Assets or the Seller's Business.

6.8. Environmental Matters.

(i) The operations of the Seller's Business comply with all Environmental Laws (Environmental Laws means all Requirements of Laws (any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any governmental body or common law) derived from, relating to or addressing the environment, health

or safety, including but not limited to CERCLA (means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., and the regulations promulgated thereunder), OSHA (means the Occupational Safety and Health Act, 29 U.S.C. §§651 et seq., and the regulations promulgated thereunder) and RCRA (means the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., and the regulations promulgated thereunder) and any state, county or local equivalent thereof;

(ii) Seller and the Seller's Business have obtained all environmental, health and safety Governmental Permits necessary for the operation of its business, and all such Governmental Permits are in full force and effect and Seller and the Seller's Business are in compliance with all terms and conditions of such permits;

(iii) Neither Seller, nor any of the Assets, nor other present or past property or assets of Seller, nor the Seller's Business is subject to any on-going investigation by, order from or agreement with any person, entity, association, organization or governmental authority in respect to (i) any Environmental Law, (ii) any remedial action or clean-up or (iii) any claim of losses, damages, fines, penalties, liabilities and/or expenses arising from the release, discharge or threatened release or discharge of a Contaminant (Contaminant being defined as any waste, pollutant, hazardous or toxic substance or waste, petroleum, petroleum-based substance or waste, special waste, or any constituent of any such substance or waste as defined under any Environmental Law) into the environment;

(iv) Seller is not subject to any judicial or administrative proceeding, order, judgment, decree or settlement alleging or addressing a violation of or liability under any Environmental Law;

(v) Seller has not filed or received any notice reporting or alleging any violation of any Environmental Law;

(vi) Seller has not received any notice or claim to the effect that any of them is or may be liable to any person, entity, association, organization or governmental body as a result of the release or threatened release of a Contaminant; and

(vii) No Asset contains any asbestos-containing material or component.

6.9. Insurance.

(a) Exhibit C sets forth a list and brief description (including nature of coverage, limits, deductibles, premiums and the loss experience for the most recent five years with respect to each type of coverage) of all policies of insurance maintained, owned or held by or for the benefit of Seller or the Seller's Business on the date hereof. Seller shall keep or cause such insurance or comparable insurance to be kept in full force and effect through the Closing Date. Seller has complied with each of such insurance policies and has not failed to give any notice or present any

claim thereunder in a due and timely manner.

(b) There are no pending or threatened workers' compensation claims involving any of the Sellers.

6.10 Suppliers and Customers.

There exists no actual or threatened termination, cancellation or limitation of, or any modification or change in, the business relationship of Seller or the Seller's Business and there exists no present or future condition or state of facts or circumstances involving customers, suppliers or sales representatives which would materially adversely affect the Seller's Business or prevent Buyer's continued conduct of such business after the consummation of the transactions contemplated by this Agreement in essentially the same manner in which such business has heretofore been conducted.

6.11. Disclosure.

None of the other information or documents furnished to Buyer or any of its representatives by Seller or their respective representatives pursuant to the terms of this Agreement, is false or, in light of the circumstances in which it was made, is misleading in any material respect or omits to state a fact herein or therein necessary to make the statements herein or therein not misleading in any material respect. There is no fact which adversely affects or in the future is likely to adversely affect the Seller's Business in any material respect which has not been set forth or referred to in this Agreement or the Exhibits hereto.

6.12. Territorial Restrictions.

Neither the Seller's Business, Seller nor, after Closing, Buyer is restricted by any written or oral agreement or understanding with any other person, entity, organization, association or governmental authority which restricts the geographic area or territory in which the Seller's Business is operated.

Section 7. Additional Agreements

7.1. Access to Records after Closing.

(a) For a period of three years after the Closing Date, the Seller and their representative shall have reasonable access to all of the books and records of the Seller's Business to the extent that such access may reasonably be required by the Seller in connection with a

governmental audit or inquiry relating to operations of the Seller's Business prior to the Closing Date. Such access shall be afforded by Buyer upon receipt of reasonable advance notice and during normal business hours. The Seller shall be solely responsible for any costs or expenses incurred pursuant to this Section 7.1. If Buyer shall desire to dispose of any of such books and records prior to the expiration of such three-year period, Buyer shall, prior to such disposition, give the Seller a reasonable opportunity, at their expense, to segregate and remove such books and records as they may select.

7.2. Employees and Employee Benefit Plans.

Except as otherwise provided herein, this Agreement shall not be construed to require Buyer to offer employment to any of Sellers' employees or to continue any employee benefit plans established, maintained or contributed to by Seller prior to, on or after the Closing. Seller agrees that they shall be solely responsible for any and all expenses related to or arising from any claims that Sellers' employees may have as to wages, taxes or benefits in relationship to their termination from employment by Seller.

7.3. No Public Announcement.

None of the parties hereto shall, without the prior approval of the other parties, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by law, in which case the other party shall be advised and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued; provided that the foregoing shall not preclude communications or disclosures necessary to implement the provisions of this Agreement or to comply with the due diligence, accounting or disclosure efforts or obligations hereunder. Following the Closing Date, Buyer may make such publications as to the acquisition of the Seller's business as they may deem appropriate in their business interest.

7.4. Expenses.

Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein, on its part, to be performed or complied with, including the fees, expenses and disbursements of its counsel, accountants, broker, finder or intermediary. Both Buyer and Seller hereby acknowledge and agree that O'Keefe & O'Malley, Inc. has acted as the Broker in this transaction and that Seller hereby agrees to pay all fees due O'Keefe & O'Malley, Inc., as per their Agreement.

7.5. Further Assurances.

From time to time following the Closing, the Seller shall execute and deliver, or cause to be executed and delivered, to Buyer such other bills of sale, deeds, endorsements, assignments and other instruments of conveyance and transfer as Buyer may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Buyer and put the Buyer in possession of, all or any part of the Assets or the Seller's Business not in Buyer's possession on the Closing Date; provided that nothing herein shall relieve Seller of his respective obligations.

Section 8. Indemnification

8.1. Indemnification by Seller.

Seller agrees to indemnify and hold harmless Buyer from any and all liability, loss or damage, including attorneys fees, arising from or out of the operation of Seller's Business that is being conveyed to Buyer pursuant to the terms of this Agreement prior to the Closing Date except for such liability that arises directly from an act or omission that Buyer represented and warranted would or would not occur. Further, Seller agrees to indemnify and hold harmless Buyer from and against any and all damages, losses, penalties, costs, fines and expenses (including reasonable attorney's fees) incurred by such Buyer in connection with or arising from:

(a) any breach by Seller of any of the covenants of Seller in this Agreement or in any document or agreement ancillary thereto;

(b) any failure of Seller to perform any of the obligations of Seller under this Agreement or any document or agreement ancillary thereto;

(c) any breach of any warranty or the inaccuracy of any representation of Seller contained or referred to in this Agreement or in any certificate delivered by or on behalf of any of the Sellers pursuant hereto; or

(d) failure of the Seller to obtain prior to the Closing any consent required herein or in any document or agreement ancillary thereto.

8.2. Indemnification by Buyer.

Buyer agrees to indemnify and hold harmless Seller from any and all liability, loss or damage, including attorneys fees, arising from or out of the operation of Seller's Business that is being conveyed to Buyer pursuant to the terms of this Agreement from and after the Closing Date except for such liability that arises directly from an act or omission that Seller represented and warranted would or would not occur. Further, Buyer agrees to indemnify and hold harmless Seller from and

against any and all damages losses, penalties, costs, fines and expenses (including reasonable attorney's fees) incurred by such Seller in connection with or arising from:

(a) any breach by Buyer of any of its covenants or agreements in this Agreement or in any document or agreement ancillary thereto;

(b) any failure by Buyer to perform any of its obligations in this Agreement or in any document or agreement ancillary thereto; or

(c) any breach of any warranty or the inaccuracy of any representation of Buyer contained or referred to in this Agreement or in any certificate delivered by or on behalf of Buyer pursuant hereto.

8.3. Notice of Claims

Any Buyer or Seller (the "Indemnified Party") seeking indemnification hereunder shall give to the party obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a notice (a "Claim Notice") describing in reasonable detail the facts giving rise to any claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement or any other agreement, document or instrument executed hereunder or in connection herewith upon which such claim is based; provided that (i) a Claim Notice in respect of any action at law or suit in equity by or against a third Person as to which indemnification will be sought shall be given promptly after the action or suit is commenced; and (ii) failure to give such notice shall not relieve the Indemnitor of its obligations hereunder except to the extent it shall have been prejudiced by such failure

Section 9. General Provisions

9.1. Notices

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (i) when delivered personally, (ii) if transmitted by facsimile when confirmation of transmission is received, or (iii) if sent by registered or certified mail, return receipt requested, or by private courier when received, and shall be addressed as follows:

If to Buyer, to:
Scott D. Smith
5825 Woodward Street
Merriam, Kansas 66202

with a copy to:

Holman Hansen Colville & Coates, P.C.
10740 Nall Avenue, Suite 200
Overland Park, KS 66211
Attention: Eric L. Hansen

If to the Seller, to:

John L. Wempe
6316 Kennett Place
Mission, KS 66202

or to such other address as such party may indicate by a notice delivered to the other party hereto.

9.2. Successors and Assigns.

(a) Prior to the Closing Date, Buyer may assign all or a portion of its respective rights, title and interests herein to one or more entities contemplated as of this date to be formed by Buyer to acquire certain of the Assets and operate the Seller's Business. Seller hereby consents to all such assignments and acknowledge that such assignments have been fully contemplated and disclosed by Buyer prior to the date hereof.

(b) Following the Closing, either party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. The successors and permitted assigns hereunder shall include without limitation, in the case of Buyer, any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, entity, association, organization or governmental authority other than the parties and successors and assigns permitted by this Section 9.2 any right, remedy or claim under or by reason of this Agreement.

9.3. Entire Agreement; Amendments.

This Agreement and the Exhibits referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the

parties hereto

9.4. Waivers

Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently given for the purposes of this Agreement if, as to any party, it is in writing signed by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

9.5. Partial Invalidity

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

9.6. Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto. In addition, facsimile signatures shall be deemed and construed as originals.

9.7. Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Kansas.

9.8. Legal Representation

Holman Hansen Colville & Coates, P.C., and its attorneys and employees, have been retained and engaged by Buyer to represent its interests, on a very limited basis, in the transactions

contemplated herein and to predominantly draft a model Agreement to be negotiated independently by the parties hereto. Seller has not retained to represent its interest, an attorney, in the transactions contemplated herein; after due consideration of the associated risks and benefits. Neither this Agreement, nor any agreement or contract ancillary thereto, shall be construed against any party for having drafted or having had such party's counsel draft such Agreement(s).

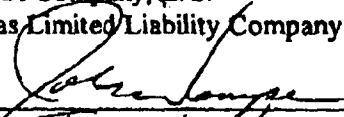
9.9 Arbitration

Any disagreement between Buyer and Seller regarding this Agreement shall be settled by binding arbitration in Johnson County, Kansas. A single arbitrator shall be selected by the parties. If the parties cannot agree, the arbitrator shall be selected by Midwest Arbitration and Mediation, Inc. Legal fees and costs of arbitration shall be borne as decided by the arbitrator.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

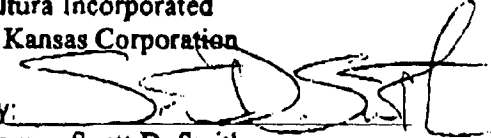
SELLER:

Sweet Art Company, L.C.
A Kansas Limited Liability Company

By: 
Name: JOHN L. WEMPE
Title: Managing Member
The First Missouri Company L.C.

BUYER:

Altura Incorporated
A Kansas Corporation

By: 
Name: Scott D. Smith
Title: President