

3/29/07

03-30-2007



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To the Director of the U. S. Pa

shed documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Levelal, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC - Wisconsin

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: Great Lakes Dart Mfg., Inc.

Internal Address: \_\_\_\_\_

Street Address: W19093 S84 Enterprise Dr.

City: Muskego

State: Wisconsin

Country: USA Zip: 53150

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Wisconsin  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) March 6, 2007

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 78,141,280

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FAT CAT filed July 3, 2002

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

Name: Atty. Thomas W. Cunningham

Internal Address: \_\_\_\_\_

Street Address: Halling & Cayo, S.C.  
320 E. Buffalo St., Suite 700

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: 414-271-3400

Fax Number: 414-271-3841

Email Address: twc@hallingcayo.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Thomas W. Cunningham 3-22-07

Signature Date

Thomas W. Cunningham  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 DP  
03/29/2007 DB/ME 0000207 78141280  
01 FC:8521

## AGREEMENT FOR PURCHASE OF ASSETS

THIS AGREEMENT ("Agreement") is entered into this 6<sup>th</sup> day of March, 2007 ("Effective Date"), by LEVELAL, LLC, a Wisconsin limited liability company ("Seller"), BRIAN J. SPOERL and SCOTT SPOERL (collectively "Spoerl"), and GREAT LAKES DART MFG., INC., a Wisconsin corporation, ("Buyer").

### RECITALS

**WHEREAS**, Seller is the business of developing and maintaining game technology, and Spoerl is the President and Managing Member of Seller; and

**WHEREAS**, Buyer wishes to purchase, and Seller wishes to sell, certain assets of the Seller as hereafter set forth;

**NOW, THEREFORE**, for good and valuable consideration detailed on the attached Exhibit A, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

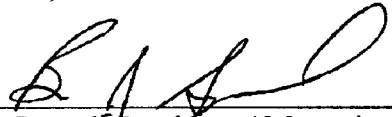
1. **PATENTS AND TRADEMARKS.** The Seller hereby sells, transfers and assigns to Buyer and will deliver at closing, all of its right, title and interest in all of its patents and trademarks, including, artwork, drawings, patent and trademark files and applications, improvements and any and all assets relating thereto, including, but not limited to:
  - a. United States Patent no. 6,132,320, Playing surface leveling apparatus and method.
  - b. Canadian Patent no. 2,345,255, Playing surface leveling apparatus and method.
  - c. United States Trademark serial no. 78,141,280, FAT CAT
  - d. All other trademarks including, but not limited to, Do It Yourself Billiards, Do-It-Yourself-Billiards, DIYB, and Levelal, and any rights to the foregoing names and phrases or any name or phrase similar thereto.
2. **CONCEPTS.** The Seller hereby sells, transfers and assigns all of its right, title and interest in any of its concepts, proprietary or otherwise, concerning rail assembly, dovetail pockets and snap-in-pockets to Buyer.
3. **LEVELAL.** The Seller hereby sells, transfers and assigns its right, title and interest in the name Levelal to Buyer. Seller agrees to change its name within thirty days of this agreement.

4. **COVENANT NOT TO COMPETE.** As an inducement for the Buyer to purchase the business which is the subject of this Offer, the Seller and Spoerl agree that they, and any of them, shall not, and will not, for a period of two years from the closing of this sale, directly or indirectly, engage as an employee or in the operation, ownership or development of any new game technology with respect to self assembled billiards tables and that if they do, all such product, or concept shall belong to Buyer. Spoerl, Buyer and Seller agree that the time and area restrictions are reasonable. The consideration for this covenant shall be the inducement of the Buyer to complete this purchase as well as the allocation set forth on the attached Exhibit A.
5. **PURCHASE PRICE.** The purchase price shall be the sum of One Hundred Eighty Thousand and 00/100 dollars (\$180,000.00).
6. **PAYMENT OF PURCHASE PRICE.** The purchase price shall be paid with a check payable to Seller.
7. **CLOSING.** The closing shall take place at the office of the Buyer at 2:00 p.m. o'clock in the afternoon on March 6, 2007.
8. **WARRANTIES AND REPRESENTATIONS.** Seller and Spoerl warrant and represent that Seller owns the property being conveyed hereby, that no improvements have been made on any patents or trademarks previously conveyed to Seller which improvements have not been themselves been conveyed to Seller. Seller and Spoerl also warrant and represent that none of the property subject to this agreement is encumbered in any fashion and that they are unaware of any challenge to the validity of the patents and/or trademarks being conveyed hereunder; they are further unaware of any infringement of any of the patents and/or trademarks.
9. **CORRECTIONS AND ADDITIONAL DOCUMENTS.** Seller and Spoerl agree to assist Buyer with any reasonable request to correct this document, or to sign any additional documents to complete the execution of this Agreement, including, but not limited to Assignments in a form satisfactory to the Patent and Trademark Office to effectuate the purposes hereof.
10. **ASSIGNMENTS.** Seller and Spoerl agree to deliver to Buyer at closing any and all previous Assignments of patents, trademarks, or applications therefore, of any of the property conveyed hereby, and specifically the Assignment of the patent applications from Spoerl to Seller.
11. **BREACH.** In the event either party breaches this agreement, the non breaching party may collect damages, and/or obtain injunctive relief in the event of a breach of the non competition agreement. In addition, the prevailing party shall be entitled to an award of its reasonable attorney's fees.


12. **ROYALTIES.** All royalties from Buyer to Seller otherwise due, if any, are included in the purchase price.

13. **CONSULTING FEE.** In connection with the sale Sellers agree to consult with Buyer from time to time over the next three months and to explain or otherwise answer questions about the purchased assets, and workpapers being acquired.

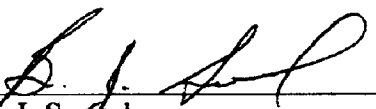
LEVELAL, LLC:

By:   
Brian J. Spoerl, President / Managing Member


GREAT LAKES DART MFG., INC:

By:   
Nick Voden / President

BRIAN J. SPOERL

  
Brian J. Spoerl

SCOTT SPOERL

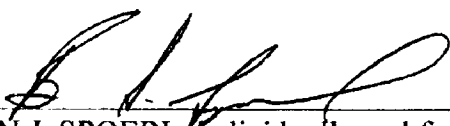
  
Scott Spoerl

## ASSIGNMENT

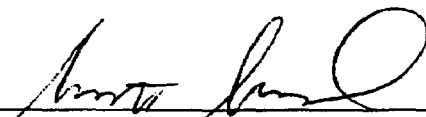
The undersigned, being all of the Members of Levelal LLC, a Wisconsin limited liability company, hereby assign transfer and set over all of their right, title and interest and all of the right title and interest of Levelal, LLC of in and to all intellectual property owned by them or by Levelal, LLC, including but not limited to the following:

- a. United States Patent no. 6,132,320, Playing surface leveling apparatus and method.
- b. Canadian Patent no. 2,345,255, Playing surface leveling apparatus and method.
- c. United States Trademark serial no. 78,141,280, FAT CAT
- d. All other trademarks including, but not limited to, Do It Yourself Billiards, Do-It-Yourself-Billiards, DIYB, and Levelal, and any rights to the foregoing names and phrases or any name or phrase similar thereto.

Dated this 6<sup>th</sup> day of March, 2007.

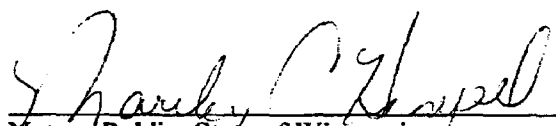
  
\_\_\_\_\_  
BRIAN J. SPOERL, individually and for the LLC

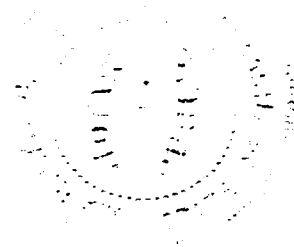
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 \_\_\_\_\_  
 SCOTT SPOERL, individually and for the LLC

STATE OF WISCONSIN     )  
   ) SS  
 MILWAUKEE COUNTY     )

Personally came before me this 6<sup>th</sup> day of March, 2007, the above named BRIAN J. SPOERL and SCOTT SPOERL, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
 \_\_\_\_\_ 3.6.07  
 Notary Public, State of Wisconsin  
 My commission: Exp April 19, 2010



**EXHIBIT A**

The purchase price is allocated as follows:

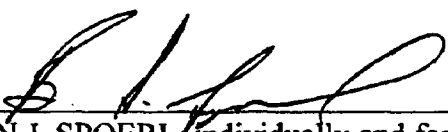
- 40% Patents (2)
- 25% Trademarks
- 25% Workpapers (consulting fee)
- 10% Non-compete

**ASSIGNMENT**

The undersigned, being all of the Members of Levelal LLC, a Wisconsin limited liability company, hereby assign transfer and set over all of their right, title and interest and all of the right title and interest of Levelal, LLC of in and to all intellectual property owned by them or by Levelal, LLC, including but not limited to the following:

- a. United States Patent no. 6,132,320, Playing surface leveling apparatus and method.
- b. Canadian Patent no. 2,345,255, Playing surface leveling apparatus and method.
- c. United States Trademark serial no. 78,141,280, FAT CAT
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Dated this 6<sup>th</sup> day of March, 2007.

  
\_\_\_\_\_  
BRIAN J. SPOERL, individually and for the LLC

SIGNATURE AND NOTARY CONTINUED ON NEXT PAGE