

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Plains Industries Inc.		10/03/2005	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Schmidt Engineering & Equipment, Inc.		
Street Address:	1905 South Moorland Road		
City:	New Berlin		
State/Country:	WISCONSIN		
Postal Code:	53151		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2099233	ZERO VELOCITY	
CORRESPONDENCE DATA			
Fax Number:	(414)271-5770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-271-7590		
Email:	ronih@andruslaw.com		
Correspondent Name:	Joseph D. Kuborn		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	5179-00006		
NAME OF SUBMITTER:	Joseph D. Kuborn		
Signature:	/Joseph D. Kuborn - Reg. No. 40,689/		

CH \$40.00 2099233

Date:

01/23/2008

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

ASSET PRUCHASE AGREEMENT, dated as of the 3rd day of October 2005 (the "**Agreement**") by and among Mark Kreutzfeldt, an individual residing at 211 E. Havens Street, Mitchell, South Dakota ("**Shareholder**"), Tyler Ice Inc., a company incorporated under the laws of South Dakota with a principal place of business at 211 East Havens Street, Mitchell, South Dakota ("**Tyler**"), Great Plains Industries Inc., a company incorporated under the laws of South Dakota with a principal place of business at 211 East Havens Street, Mitchell, South Dakota ("**Seller**") and Schmidt Engineering & Equipment, Inc., a company incorporated under the laws of the State of Delaware with a principal place of business at 1905 S. Moorland Road, New Berlin, WI 53151 ("**Buyer**").

WHEREAS, Seller is the owner of a line of products used and useable in the process of spreading or spraying salt, sand, liquid and/or granular substances from dump trucks or tank sprayers for the purpose of controlling ice buildup on streets, highways and at airports (the "**Business**"); and

WHEREAS, Shareholder and Seller desire to sell to Buyer and Buyer desires to purchase from Shareholder and Seller the Business.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, for other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, it is hereby agreed as follows:

ARTICLE I

TRANSFER OF ASSETS

1.1. Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions set forth in this Agreement, as of the date hereof, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer purchases, accepts and acquires from Seller, free and clear of all Liens, all of the Seller's right, title and interest in, to and under all of the assets, rights, claims, contracts and goodwill of Seller which relate to or are used in the Business other than the Excluded Assets (the "**Acquired Assets**"), of every kind, nature, character and description, tangible and intangible, real personal or mixed, wherever located, including, without limitation, the following:

(a) all jigs and fixtures, and other tangible personal property listed on Schedule 1.1(a) hereto pertaining to the Business (collectively, the "**Jigs and Fixtures**");

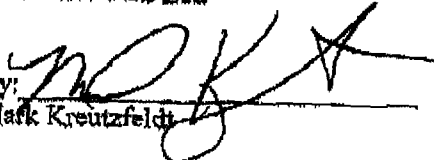
(b) all wholegoods and spare parts therefore (including both those manufactured in the Business and those purchased) in the Business and any related raw materials, work in progress or packaging materials, whether on hand at the Business or in transit on the Closing Dated, listed on Schedule 1.1(b) ("**Inventory**");

- (c) all Intellectual Property related to or used in the Business, including, but not limited to:
- i. the right to use the "Tyler" trademark pursuant to the trademark agreement attached hereto as Schedule 1.1(c)(i);
 - ii. all engineering drawings, in whatever form available, specifications and bills of material;
 - iii. all trademarks and tradenames listed on Schedule 1.1(c)(iii), whether or not registered, sales materials, sales promotional items and sales histories to the extent useable by Buyer and which do not include reference to products, trademarks or tradenames not transferred to Buyer; and
 - iv. all Intellectual property listed on Schedule 1.1(c)(iv).
- (d) all Accounts Receivable of the Business listed on Schedule 1.1(d).
- (e) all Purchase Orders of the Business listed on Schedule 1.1(e).
- (f) all customer and vendor lists used in the Business;
- (g) all Permits used in the operation of the Business;
- (h) all Books and Records related to or used in the Business;
- (i) all rights, recoveries, refunds (other than Tax refunds), counterclaims, rights to offset, rights of actions, rights under all warranties, representations and guarantees made by suppliers of products, materials, the Inventory or the Jigs and Fixtures or components thereof, other rights and claims (whether known or unknown, matured or unmatured, contingent or accrued) against third parties, in each case, that are related to or used in the Business (but excluding those relating to the Excluded Liabilities to the extent so related); and
- (j) all other intangible rights and properties, including goodwill of the Business as a going concern and e-mail, website, Internet, facsimile and telephone numbers, listings and addresses, in each case, that are related to or used in the Business.
- (k) Excluded Assets It is expressly understood and agreed that Acquired Assets shall not include any office equipment.

1.2. Excluded Liabilities. Neither the Buyer nor any of its Affiliates shall assume any Liabilities of the Seller (all Liabilities of Seller and the Shareholder, the "**Excluded Liabilities**") and Seller shall cause all Liabilities of Seller to be satisfied, discharged and released as of Closing. Without limiting the generality of the foregoing, in no event shall the Buyer or any of its Affiliates assume or incur any Liability in respect of, and the Seller shall remain bound by and liable for, and shall pay, discharge or perform when due, the following Liabilities of the Seller:


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SHAREHOLDER:

By: 
Mark Kreuzfeldt


TYLER:

TYLER ICE INC.

By: 
Name: Mark Kreuzfeldt
Title: Pres

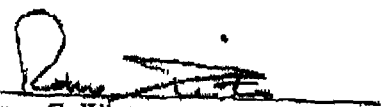
SELLER:

GREAT PLAINS INDUSTRIES INC.

By: 
Name: MARK Kreuzfeldt
Title: Pres

BUYER:

SCHMIDT ENGINEERING &
EQUIPMENT, INC.

By: 
Rodney C. Winter
Chief Executive Officer

Schedule 1.1(c)(iii)
Trademarks and Tradenames

TEAM TYLER
ZV
ZERO VELOCITY
TYLER ZERO VELOCITY
TYLER ICE