

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerce Connect, Inc.		04/27/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Boyt Harness Company, L.L.C.		
Street Address:	One Boyt Drive		
City:	Osceola		
State/Country:	IOWA		
Postal Code:	50213		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3519448	MUD RIVER DOG PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(515)288-1338		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	515-288-3667		
Email:	patatty@ipmvs.com		
Correspondent Name:	Janet E. Phipps Burkhead		
Address Line 1:	801 Grand Avenue, Suite 3200		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	T56520US00		
NAME OF SUBMITTER:	Janet E. Phipps Burkhead		
Signature:	/Janet E. Phipps Burkhead/		
Date:	07/01/2010		

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Total Attachments: 23

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made and entered into effective as of the 27th day of April, 2010, by and between Commerce Connect, Inc., an Ontario, Canada corporation ("**Commerce Connect**") and Mud River Dog Products, Inc., an Arkansas corporation ("**Mud River**" and together with Commerce Connect, the "**Sellers**") and Boyt Harness Company, L.L.C., an Iowa limited liability company (the "**Purchaser**").

WITNESSETH:

THAT, WHEREAS, Mud River owns and operates a business located near Fayetteville, Arkansas engaged in the development, manufacturing and sale of products for sporting dogs (the "**Business**");

WHEREAS, the Purchaser desires to purchase, and Mud River desires to sell, all of the assets, tangible and intangible, business and good will of Mud River used in connection with the Business, on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Purchaser also desires to purchase, and Commerce Connect desires to sell, the trademark "Mud River Dog Products" and all trademark and service mark rights in connection with the use of the registered trademark in the United States and common law trademark in Canada and the United Kingdom, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings and definitions:

"Accounts Receivable" shall mean all accounts receivable of Mud River derived from the sale of products for sporting dogs and other goods, that are unpaid as of the Closing Date.

"Business" shall mean the business of Mud River engaged in the development, manufacturing and sale of products for sporting dogs.

"Business Assets" shall mean those certain assets, tangible and intangible, utilized in the operation of the Business, including, but not limited to all inventories on site, in transit and on order, the Service Rights, Equipment and Software, Customer Records, Accounts Receivable, the Website marketing materials, all materials and supplies on hand, all books, records, and files arising from the Business, trade show products, designs, and drawings, pre-paid trade show expenses, including but not limited to Contracts for reservation of booth space for the 2010 Ducks Unlimited Expo and the 2011 SHOT Show, pre-paid advertisements for Shooting Sportsman and Paul Fuller, all telephone numbers and post office boxes currently in use and all rights under

Contracts, whether written or oral, relating to any of the foregoing. Without otherwise limiting the generality of the foregoing, Business Assets shall specifically exclude cash on hand, any bank accounts, deposits in bank accounts, and any prepaid expenses and security deposits not specifically assumed herein.

"Closing Date" shall mean the date of the closing and consummation of the transactions contemplated in this Agreement as provided in Section 7 hereof.

"Contracts" shall mean all material commitments, contracts, agreements or leases or other documents relating to the operation and conduct of the Business listed on Exhibit "D" hereto.

"Customer Records" shall mean all records of active and former Customers of the Business. Such records will include, to the extent included in the records of Seller, names, addresses, zip codes, prices paid, length of Contracts, if any, and unexpired portions thereof.

"Customers" shall mean all active and former customers purchasing products or services from Seller relating to the Business.

"Commerce Connect" shall mean Commerce Connect, Inc., an Ontario, Canada corporation.

"Domain Name" shall mean the domain name of www.mudriverdogproducts.com.

"Equipment and Software" shall mean the equipment and software as listed on the Schedule of the Equipment and Software attached hereto as Exhibit "A" and by this reference made a part hereof.

"Mark" shall mean the registered trademark "Mud River Dog Products" as owned and utilized by Commerce Connect, together with all Service Rights in connection therewith.

"Mud River" shall mean Mud River Dog Products, Inc., an Arkansas corporation.

"Purchaser" shall mean Boyt Harness Company, L.L.C., an Iowa limited liability company.

"Seller" shall mean, collectively, Commerce Connect and Mud River.

"Service Rights" shall mean all rights to operate the Business, including, but not limited to, the Mark and all rights in the United States, Canada, and Great Britain to the Mark, trade names, copyrights, including but not limited to copyrights to all photography, advertising designs, graphics and trade show booth drawings, licenses, good will and all other assets, tangible or intangible, directly related to the operation of the Business, except those assets separately provided for herein.

"Website" shall mean the internet website operated under the URL of the Domain Name and associated with the Business.

SECTION 2. PURCHASE AND SALE OF BUSINESS ASSETS

A. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from Mud River, and Mud River agrees to sell, transfer, convey and deliver to Purchaser, all of the Business Assets, free and clear of all liens, encumbrances, liabilities, or charges of every nature, except as specifically hereinafter set forth, for and in consideration of the Purchase Price and other consideration as specified in this Section 2. In addition, subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from Commerce Connect, and Commerce Connect agrees to sell, transfer, convey and deliver to Purchaser, the Mark, free and clear of all liens, encumbrances, liabilities, or charges of every nature, except as specifically hereinafter set forth, for and in consideration of the Purchase Price and other consideration as specified in this Section 2.

B. **Determination of Purchase Price.** The total Purchase Price is Two Hundred Ninety-Six Thousand Dollars (\$296,000.00), allocated as follows:

2010 Ducks Unlimited Expo Deposit	\$ 750.00
2011 SHOT Show Deposit	\$ 1,300.00
Shooting Sportsman Prepaid Advertisement	\$ 2,658.00
Paul Fuller Prepaid Advertisement	\$ 1,000.00
Accounts Receivable	\$ 25,110.45
*Inventory	
Inventory at Arkansas Warehouse	\$110,181.55
Intellectual Property	
Mark	\$ 75,000.00
Canadian Trade Mark Application	\$ 5,000.00
United Kingdom Trademark	\$ 5,000.00
Website and Domain Name	\$ 30,000.00
Kee Kjos Photography	\$ 10,000.00
Yandell Photography	\$ 1,000.00
Product Designs and Drawings	\$ 18,000.00
Trade Show Booth, Fixtures, Etc.	\$ 7,000.00
Advertising Designs, Source Files, Etc.	\$ 4,000.00
TOTAL:	\$296,000.00

C. **Payment of Purchase Price.**

1) **Cash Payment.** The Purchase Price shall be paid to Seller on the Closing Date by delivery of a certified or cashier's check or wire transfer to the account of Seller.

2) **Allocation of Purchase Price.** Seller and Purchaser shall allocate the consideration paid for the Business Assets in a manner consistent with Section 2.B. herein. Neither party shall take any position inconsistent with such allocations, and each party agrees to

*Inventory in Transit (Cartons/Boxes) prepaid by Purchaser to Seller in the amount of \$10,597.00. Inventory on Order (P.O. 30109) prepaid by Purchaser to Seller in the amount of \$43,750.00

file all tax returns and reports with respect to the transaction contemplated hereby on a basis consistent with such allocations.

D. **Accounts Receivable.** On the Closing Date, Mud River shall prepare and deliver to Purchaser a true and accurate listing of all Accounts Receivable of Mud River effective as of the close of business on the immediately preceding business day, together within an aging of the amounts reflected as due to Mud River thereunder. On the Closing Date, Mud River shall transfer, convey and assign to Purchaser all Accounts Receivable current within the last one hundred twenty (120) days as reflected thereon, and Purchaser shall pay to Mud River the full amount thereof. Purchaser shall provide to Mud River a final accounting of all collections of Accounts Receivable as of August 1, 2010, delivered to Mud River on or before August 15, 2010. Mud River shall refund to Purchaser within ten (10) business days of the receipt of such written accounting such amount as necessary to equal, together with all amounts collected by Purchaser hereunder, one hundred percent (100%) of the Accounts Receivable as paid by Purchaser therefor; provided that Purchaser shall use its best efforts to collect the Accounts Receivable after the Closing Date. All such Accounts Receivable remaining unpaid as of August 1, 2010, shall be assigned by Purchaser to Mud River. Any Accounts Receivable due and owing in excess of one hundred twenty (120) days as of the Closing Date shall remain the property of Mud River.

E. **Assumption of Liabilities.** All liabilities, charges, expenses, debts and obligations of every kind and nature arising directly or indirectly from the ownership or conduct of the Business and the Business Assets incurred or accrued on or before the Closing Date, including but not limited to those accounts payable as specifically set forth on the Schedule of Accounts Payable, attached hereto as Exhibit "B", shall be the sole obligation of Seller, except for those liabilities and obligations of the Seller, if any, as are set forth on the Schedule of Assumed Liabilities, attached as Exhibit "C", or as otherwise provided herein.

SECTION 3. CONFIDENTIAL INFORMATION

In recognition of the fact that Seller has intimate knowledge of information consisting of Customer Records, lists of Customers, inventory, advertising and revenues, and records of any of the aforesaid, relating to the Business and the Business Assets, and that Purchaser considers this body of information to be proprietary, confidential, or sensitive information that represents a valuable property right acquired by Purchaser as a part of the Business Assets, Seller hereby agrees to maintain in confidence such information (collectively, the "**Confidential Information**"). Except as authorized in writing by the Purchaser, Seller shall not at any time disclose such Confidential Information to any outside person, firm, corporation, association or entity. This Section 3 shall not apply to such portions of the Confidential Information that: (i) are or become generally available to the public through no fault of Seller; (ii) Seller discloses to its accountants or legal counsel; (iii) Seller is legally compelled or required to disclose; or (iv) Seller is required to disclose in order to properly enforce any of its rights under this Agreement.

SECTION 4. OTHER TERMS AND CONDITIONS

A. **Transition Consulting.** For a period of thirty (30) days from and after the Closing Date, Seller shall consult with, assist and provide services to Purchaser as requested by Purchaser for the orderly transition of control and ownership of the Business and Business Assets to Purchaser. Without limiting the generality of the foregoing, Puneet Girdhar shall be available to Purchaser via telephone during his regular business hours during such period

B. **Employees and Employee Benefits.** Purchaser does not assume any existing employment or independent contractor agreements, Contracts, or arrangements, whether written or oral, entered into or created by Sellers, or any other liability arising by reason of the employment of employees or independent contractors by Sellers, including any obligations arising by reason of accrued vacation or other benefits provided by Sellers to their employees, or arising by operation of law. The Sellers shall hold harmless and jointly and severally indemnify Purchaser from and in respect of any such obligations or liabilities of Sellers. If Purchaser determines to employ any such persons, such employment shall be on such terms as determined by Purchaser and shall commence on the first business day following the Closing Date.

C. **Change of Mud River's Name.** On or within five (5) days of the Closing Date, Mud River will change its corporate name to such name not containing the consecutive words or phrase "Mud River Dog Products".

SECTION 5. REPRESENTATIONS AND WARRANTIES; COVENANTS

A. **Sellers' Representations and Warranties.** Each Seller, as to itself only and not with respect to any other Seller hereunder, represents and warrant to Purchasers as to itself only as follows:

1) **Organization: Good Standing.** Such Seller is a corporation duly organized, validly existing, and in good standing under the laws of its State or Province of incorporation. Such Seller has the power and authority to conduct all of the business and activities conducted by the Seller and to own or lease all of the assets owned or leased by it that are used or useful in, or related to, directly or indirectly, the operation and conduct of the Business.

2) **Authority.** Such Seller has the power and authority to execute and deliver this Agreement, to consummate the transactions hereby contemplated, and to take all other actions required to be taken by it pursuant to the provisions hereof, and this Agreement is valid and binding upon each Seller and enforceable in accordance with its terms. Neither the execution and delivery of this Agreement and all other documents contemplated hereby, nor the consummation of the transactions contemplated hereby by such Seller will constitute any violation or breach of the certificate of incorporation or the bylaws of such Seller or any provisions of any Contract to which such Seller is a party and by which any of the Business Assets sold by such Seller may be affected or secured, or any order, writ, injunction, decree, statute, rule or regulation, or will result in the creation of any lien, charge, or encumbrance on any of the Business Assets.

3) Tax Matters. Such Seller has filed all tax returns (or obtained extensions of time to file such returns), federal, state and local, and all related information required to be filed prior to the date hereof with respect to such Seller's business and operations. Any deficiency assessments with respect to such returns that relate to such Seller's overall business and operations have been paid by such Seller.

4) Financial Information. All financial information and data supplied by Mud River to Purchaser and its representatives is true and accurate, and Mud River has not omitted any financial information or data that would in any manner adversely affect such financial information or data.

5) Contracts. Mud River has performed all obligations required to be performed by it, and is not in default, under any Contract and no event has occurred thereunder that, with the lapse of time or the giving of notice, would constitute a default by Mud River or to the knowledge of Mud River, by any other party thereto. The Contracts listed on Exhibit "D" constitute a list of all outstanding written contracts of Mud River, all of which will be assigned to Purchaser on the Closing Date.

6) Liens and Encumbrances. Mud River has good and merchantable title to, or sufficient rights for the transfer of, all of the Business Assets to be sold, transferred and delivered to Purchaser pursuant to this Agreement, and all such Business Assets shall, on the date hereof, be transferred and delivered to Purchaser free and clear of all liens, encumbrances, mortgages, pledges, conditional sales and other title retention agreements, assessments, and restrictive covenants. Commerce Connect has good and merchantable title to, or sufficient rights for the transfer of, the Mark to be sold, transferred and delivered to Purchaser pursuant to this Agreement, and the Mark shall, on the date hereof, be transferred and delivered to Purchaser free and clear of all liens, encumbrances, mortgages, pledges, conditional sales and other title retention agreements, assessments, and restrictive covenants.

7) Litigation. There are no suits, actions, claims, investigations, or legal, administrative, or arbitration proceedings pending or, to the knowledge of Mud River, threatened against or affecting the Business or the Business Assets, and Mud River knows of no basis or grounds for any suit, action, claim, investigation, or proceeding. There is no outstanding order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against or affecting Mud River or the Business or Business Assets. There are no suits, actions, claims, investigations, or legal, administrative, or arbitration proceedings pending or, to the knowledge of Commerce Connect, threatened against or affecting the Mark, and Commerce Connect knows of no basis or grounds for any suit, action, claim, investigation, or proceeding. There is no outstanding order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against or affecting the Mark.

8) Compliance with Law, Consents and Approvals of Governmental Agencies.

(a) No governmental licenses are required for the operation or conduct of the Business.

(b) Mud River has complied with all laws and governmental regulations, the failure to comply with which may materially adversely affect the Business or the Business Assets.

(c) No consent, approval or authorization of, or declaration, filing or registration with, any governmental body is required on behalf of the Seller in connection with the execution, delivery or performance of this Agreement, and all other documents contemplated hereby or the consummation of the transactions contemplated hereby.

9) Trademarks; Trade Names. Exhibit "E", attached hereto, sets forth all trademarks and trade names utilized by Mud River in the operating and conduct of the Business. Except for the Mark and those listed on Exhibit "E", there are no other trademarks, service marks or trade names material to the Business. Except as set forth on said Exhibit "E", Commerce Connect owns the Mark and Mud River owns the trade names as described on Exhibit "E", subject to no license, royalty arrangement or known dispute. Except as set forth on Exhibit "E" hereto, neither Mud River nor Commerce Connect has granted to any other person any interest in the trademarks or trade names, as licensee or otherwise. Except as set forth on Exhibit "E", no shareholder, director, officer or employee of either Commerce Connect or Mud River owns or has any interest in the Mark or any such trade names.

10) Absence of Certain Changes and Events. Since November 1, 2009:

(a) Mud River has conducted the Business in the ordinary and regular course thereof;

(b) There has not been any material adverse change in the condition, financial or otherwise, of Mud River or the Business, or in the Business Assets or in the liabilities of the Seller that relate to the operation and conduct of the Business, or any damage, destruction, or loss, whether or not covered by insurance, which has materially adversely affected the Business, Business Assets or which is substantial in amount, or any material adverse change in the nature or condition of the Business, or the Business Assets;

(c) Mud River has not made any disposition of any of the Business Assets other than in the ordinary and regular course of business;

(d) Mud River has not disposed of any records relating to the Business or the Business Assets (other than records that are not necessary to the operation and conduct of the Business and where disposed of in the ordinary and regular course of business);

(e) Mud River has not permitted or allowed any of the Business Assets (tangible or intangible) to be subjected to any lien, security interest, or encumbrance, and Commerce Connect has not permitted or allowed the Mark to be subjected to any lien, security interest, or encumbrance;

(f) Mud River has not, with respect to the Business or the Business Assets, purchased or entered into any Contract, agreement, or arrangement, except in the ordinary and regular course of business;

(g) Mud River has not, with respect to the Business or the Business Assets, done any act or omitted to do any act, or permitted any act or omission to act, which would cause the breach of any representation or warranty of Mud River set forth in this Agreement;

(h) Mud River has performed in all material respects all of its obligations required to be performed by it in connection with the Business.

11) Accounts Receivable. The Accounts Receivable list to be provided by Mud River on the Closing Date shall be true and accurate as of such date, all amounts appearing thereon shall be due and owing and, to the knowledge of Mud River, fully convertible.

12) Inventory. All inventory acquired or produced by Mud River has been acquired or produced in the ordinary course of business and quantities that are not materially greater or less than those required for the current operation of business and except for a reasonable allowance for deducted materials and deterioration, and consist of good and serviceable items.

B. Seller's Covenants. On or after the Closing Date, Mud River shall pay, when due, all sales taxes, if any, due with respect to the sale of the Business Assets by Mud River to the Purchaser pursuant to this Agreement. On or after the Closing Date, Commerce Connect shall pay, when due, all sales taxes, if any, due with respect to the sale of the Mark by Commerce Connect to the Purchaser pursuant to this Agreement.

C Purchaser's Representations and Warranties. Purchaser does hereby represent and warrant as follows:

1) Organization; Good Standing. The Purchaser is a limited liability company duly organized validly existing, and in good standing under the laws of the State of Iowa.

2) Corporate Authority. The Purchaser has the power and authority to execute and deliver this Agreement and all other documents contemplated hereby, to consummate the transactions hereby contemplated, to operate the Business, and to take all other actions required to be taken by it pursuant to the provisions hereof; and this Agreement and all other documents contemplated hereby are valid and binding upon the Purchaser in accordance with the respective terms. Neither the execution and delivery of this Agreement and all other documents contemplated hereby, nor the consummation of the transactions contemplated hereby by the Purchaser will constitute any violation or breach of the certificate of organization or the Operating Agreement of the Purchaser or any provision of any Contract or other instrument to which the Purchaser is a party or by which any of the assets of the Purchaser may be affected or secured, or any order, writ, injunction, decree, statute, rule or regulation, or will result in the creation of any lien, charge, or encumbrance on any of the assets of the Purchaser.

3) Compliance with Laws. No consent, approval or authorization of, or declaration, filing or registration with, any governmental body is required on behalf of the Purchaser in connection with the execution, delivery or performance of this Agreement and all other documents contemplated hereby or the consummation of the transactions contemplated hereby.

SECTION 6. CONDITIONS PRECEDENT OF PURCHASER

The obligations of Purchaser hereunder are subject to the fulfillment of the following conditions precedent, on or before the Closing Date:

A. Representations and Warranties True at Closing. The representations and warranties of Sellers contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the Closing Date as though such representations and warranties were made at and as of such date.

B. Compliance with the Agreement. Sellers shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing Date.

D. Deliveries. The documents required under Section 7 hereof shall be tendered by Sellers for delivery to Purchaser on the Closing Date.

E. Casualty. On or prior to the Closing Date, the Business and the Business Assets, or any portion thereof, shall not have been adversely affected in any material way as a result of any fire, accident, flood or other casualty or act of God or the public enemy.

F. Adverse Development. There shall have been no developments affecting the Business, or the Business Assets, which would have a materially adverse effect on the Business or the Business Assets.

G. Due Diligence. Mud River shall grant to Purchaser full and complete access to all files, records and information concerning the Business and Business Assets and provide to Purchaser any such information requested by Purchaser. Purchaser shall be satisfied with the results of its legal, accounting, business, and other due diligence review of all such information, the Business and the Business Assets, as determined by Purchaser in its sole discretion. If Purchaser determines that the Business or Business Assets are not as represented and warranted by Sellers herein, Purchaser may terminate this Agreement by written notice to Sellers on or prior to the Closing Date and Purchaser shall have no further obligation hereunder.

SECTION 7. CLOSING REQUIREMENTS

Subject to the fulfillment and performance by Seller of all conditions precedent as set forth in Section 6 hereof, the closing of this Agreement and the consummation of the transactions contemplated hereby shall take place on April 27, 2010, at a time and place as designated by the Purchaser (the "Closing Date"). The following deliveries and actions shall take place

concurrently on the Closing Date, unless a different date of delivery is specifically set forth herein:

A. Delivery by Sellers. Sellers shall deliver to Purchaser:

1) A bill of sale and general assignment from Mud River and such other conveyances, covenants, deeds, assignments, bills of sale, confirmations, approvals, consents and any and all further instruments as may be necessary, expedient or proper, in order to complete any and all conveyances, transfers, and assignments herein provided for and to convey to Purchaser such title to the Business Assets as the Seller is obligated hereunder to convey. Such documents shall include, but not be limited to, the Bill of Sale and Assignment in the form attached hereto as Exhibit "F" and such documents as are necessary for transfer of the Domain Name.

2) Commerce Connect shall execute and deliver on the Closing Date the Assignment of Registration of Mark in the form attached hereto as Exhibit "G" and all such other documents as may reasonably be required for transfer of the Mark, and shall deliver as soon as available after the Closing Date any Assignment of Registration of Mark in Canada and/or the United Kingdom.

3) A release of the lien held by Cintex International, Ltd. against Mud River within thirty (30) days of the Closing Date.

4) All Business Assets shall be delivered to Purchaser, and, to the extent any of the Business Assets are not capable of delivery on the Closing Date, Seller shall undertake to deliver such items to Purchaser as soon as available, but in no event later than seven (7) days following the Closing Date.

B. Delivery by Purchaser. Purchaser shall deliver to Sellers a certified or cashier's checks payable to Sellers or wire transfer to the account of Sellers as required by Section 2.C.1. hereof.

C. Other Prorations and Adjustments. On the Closing Date as provided herein, Purchaser shall receive and assume possession of the Business Assets purchased from Mud River and the Mark purchased from Commerce Connect, which possession shall be deemed effective as of the first business day following the Closing Date. All liabilities arising directly or indirectly from the ownership or conduct of the business as represented by the Business Assets incurred or accrued prior to such date shall be the obligation of Mud River, including but not limited to all accounts payable as set forth on Exhibit "B" attached hereto, unless expressly assumed by Purchaser pursuant to this Agreement, and all liabilities incurred or thereafter accrued directly or indirectly from the ownership or conduct of the business as represented by the Business Assets shall be the obligation of Purchaser. NOTWITHSTANDING the generality of the foregoing, Mud River and Purchaser specifically agree that Mud River shall pay on a timely basis all payables for services rendered, inventories and supplies delivered, and general expenses incurred and accrued, in connection with the ownership and conduct of the business represented by the Business Assets on or prior to the Closing Date, and Purchaser shall pay all such payables for services rendered, inventories and supplies delivered (although ordered prior to the Closing Date), and general

expenses incurred and accrued, in connection with the ownership and conduct of the business represented by the Business Assets after the Closing Date. To the extent any liability or expense covers a period commencing prior to the Closing Date, but ending on or after the Closing Date, i.e., utilities, telephone, etc., all such expenses shall be prorated as between the Purchaser and Mud River to the first business day after the Closing Date based upon the number of days prior to and, then, after such date included in such expense period.

SECTION 8. SURVIVAL OF REPRESENTATIONS AND INDEMNIFICATION

A. Survival of Representations. All statements, warranties, certifications and representations made herein by the parties to this Agreement, and their respective obligations to be performed pursuant to the terms hereof, shall survive the closing and consummation of this Agreement.

B. By the Sellers.

1) Mud River agrees to indemnify and hold harmless the Purchaser from and against, and to reimburse the Purchaser with respect to, any and all loss, damage, liability, cost and expense including attorneys and auditors fees, incurred by the Purchaser by reason or arising out of or in connection with: (1) a breach of any representation or warranty of Mud River contained in Section 5.A.; (2) the failure of Mud River to perform any covenant or agreement required by this Agreement to be performed by it; (3) the existence as of the Closing Date of any liability, absolute, contingent or otherwise, asserted or unasserted, known or unknown, of Mud River that relates to the Business or the Business Assets and that the Purchaser has not specifically assumed hereunder; (4) any actions, suits, proceedings or investigations involving Mud River, the Business or the Business Assets asserted against the Purchaser and arising out of any matter occurring or accruing on or prior to the Closing Date; (5) the assertion against Purchaser by any third party of any liability, obligation, Contract, lease, agreement, or other commitment or state of facts involving Mud River, the Business or the Business Assets and arising out of any matter occurring or accruing on or prior to the Closing Date; (6) any failure of Mud River on or prior to the Closing Date to comply with the provisions of any tax law applicable to it, the Business or the Business Assets (including any tax liability arising from the sale of the Business Assets to the Purchaser pursuant to this Agreement); (7) the assertion by any third-party of any claim or related liability arising out of or in connection with any service provided on or before the Closing Date; or (8) any claim of infringement, misappropriation, or contesting the title of Purchaser to any trademarks, trade names or copyrights (other than the Mark), or relating to the use of such trademarks, trade names or copyrights (other than the Mark) by Purchaser in connection with the Business.

2) Commerce Connect agrees to indemnify and hold harmless the Purchaser from and against, and to reimburse the Purchaser with respect to, any and all loss, damage, liability, cost and expense including attorneys and auditors fees, incurred by the Purchaser by reason or arising out of or in connection with: (1) a breach of any representation or warranty of Commerce Connect contained in Section 5.A.; (2) the failure of Commerce Connect to perform any covenant or agreement required by this Agreement to be

performed by it; (3) the existence as of the Closing Date of any liability, absolute, contingent or otherwise, asserted or unasserted, known or unknown, of Commerce Connect that relates to the Mark and that the Purchaser has not specifically assumed hereunder; (4) any actions, suits, proceedings or investigations involving Commerce Connect or the Mark asserted against the Purchaser and arising out of any matter occurring or accruing on or prior to the Closing Date; (5) the assertion against Purchaser by any third party of any liability, obligation, Contract, lease, agreement, or other commitment or state of facts involving Commerce Connect or the Mark and arising out of any matter occurring or accruing on or prior to the Closing Date; (6) any failure of Commerce Connect on or prior to the Closing Date to comply with the provisions of any tax law applicable to it or the Mark (including any tax liability arising from the sale of the Mark to the Purchaser pursuant to this Agreement); or (7) any claim of infringement, misappropriation, or contesting the title of Purchaser to the Mark, or relating to the use of the Mark by Purchaser in connection with the Business prior to the Closing Date.

C. By the Purchaser. Purchaser agrees to indemnify and hold harmless the Sellers from and against, and to reimburse the Sellers with respect to, any and all loss, damage, liability, cost and expense including attorneys and auditors fees, incurred by the Sellers by reason or arising out of or in connection with: (1) a breach of any representation or warranty of Purchaser contained in Section 5.C.; (2) the failure of Purchaser to perform any covenant or agreement required by this Agreement to be performed by it; (3) the existence after the Closing Date of any liability, absolute, contingent or otherwise, asserted or unasserted, known or unknown, of Purchaser that relates to the Business or the Business Assets and that the Purchaser has specifically assumed hereunder; (4) any actions, suits, proceedings or investigations involving the Purchaser, the Business, the Mark or the Business Assets asserted against the Sellers and arising out of any matter occurring or accruing after the Closing Date; (5) the assertion against Purchaser by any third party of any liability, obligation, Contract, lease, agreement, or other commitment or state of facts involving Mud River, the Business or the Business Assets and arising out of any matter occurring or accruing after the Closing Date; (6) any failure of the Purchaser after the Closing Date to comply with the provisions of any tax law applicable to it, the Business, the Mark, or the Business Assets; (7) the assertion by any third-party of any claim or related liability arising out of or in connection with any service provided after the Closing Date.

SECTION 9. EXPENSES OF THE TRANSACTIONS; BROKERS

Each of the parties hereto agrees to pay its own expenses (including brokers, attorneys and auditors fees) in connection with this Agreement and the transactions hereby contemplated. The Purchaser and the Seller have not, and at Closing Date will not have, incurred or made any commitment or done any other act that would create any liability for finders or brokerage fees or for agents, commissions, or for similar fees or commissions in connection with this Agreement or the transactions hereby contemplated.

SECTION 10. MISCELLANEOUS

A. Notices. Any notices or other communications hereunder shall be deemed to have been given when delivered personally, or three (3) days after deposited in the United States mail, registered or certified, with proper postage and registration or certification fees prepaid, addressed to the following addresses:

To Purchaser: Boyt Harness Company, L.L.C.
Attn: Anthony J. Caligiuri, Jr.,
President
One Boyt Drive
Osceola, Iowa 50213

To Commerce Connect: Commerce Connect, Inc.
976 Meyerside Drive
Mississauga Ontario
L5T 1R9 Canada
Puneet Girdhar

To Mud River: Mud River Dog Products, Inc.
976 Meyerside Drive
Mississauga Ontario
L5T 1R9 Canada
Puneet Girdhar

Or such other addresses as may be designated by any of the parties from time-to-time by written notice given to the other party in the aforesaid manner.

B. No Modification Except in Writing. This Agreement shall not be changed, modified, or amended, except in writing signed by the party to be charged and this Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the party to be charged.

C. Entire Agreement. This Agreement, and the instruments to be executed and delivered pursuant hereto, constitute the entire understanding with respect to the subject matter hereof. The headings herein are for convenience only, and shall not affect the interpretation of any of the provisions hereof.

D. Severability. If any of the provisions of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected unless the provisions held invalid shall substantially impair the benefits of the remaining portions of this agreement.

E. Assignment. This Agreement, and the rights and obligations of the parties hereunder, shall not be assignable by any party, unless the prior written consent thereto is

obtained from the other party. In such event, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. **Governing Law.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Iowa, applicable to contracts made and to be performed wholly within said State, without giving effect to the conflict of law principles thereof.

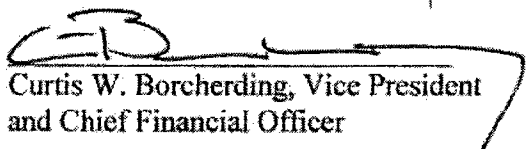
G. **Further Assurances.** Each party hereby agrees to execute all such further instruments and documents, and to take all such further action as any other party may reasonably require in order to give effect to the provisions and purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PURCHASER:

BOYT HARNESS COMPANY, L.L.C.

By:


Curtis W. Borcharding, Vice President
and Chief Financial Officer

SELLERS:

COMMERCE CONNECT, INC.

By:


_____, its

MUD RIVER DOG PRODUCTS, INC.

By:


_____, its PROVIDENT.

LIST OF EXHIBITS:

- Exhibit "A" Schedule of Equipment and Software
- Exhibit "B" Schedule of Accounts Payable
- Exhibit "C" List of Assumed Liabilities
- Exhibit "D" Assigned Contracts
- Exhibit "E" List of Trademarks
- Exhibit "F" Bill of Sale and Assignment
- Exhibit "G" Assignment of Registration of Mark

EXHIBIT A – SCHEDULE OF EQUIPMENT AND SOFTWARE

Quickbooks Software – Boyt will assume responsibility for billed charges and termination.

EXHIBIT B – SCHEDULE OF ACCOUNTS PAYABLE

1. Purchase Order Payment – Koducks. Purchase Order 30108 - \$20,698.80
2. Pheasants Forever Partnership Package – Final Payment - \$6,250.00
3. Commission Payable to John Baxter – Sales Representation – for Accounts Receivable effective April 28, 2010.
4. Web Hosting Services (effective May 1, 2010) –
www.mudriverdogproducts.com.
5. Quickbooks Software Hosting Services (Barons Inc.) (effective May 1, 2010)
6. SPS Commerce (effective May 1, 2010)
7. Kintetsu World Express – Customs Clearance and Duty Charges for Purchase Orders 30106, 30109.
8. Reed Exhibitions – Balance Owing for 2011 Shot Show Booth Expense - \$2,600.

EXHIBIT C – LIST OF ASSUMED LIABILITIES

1. Purchase Order Payment – Koducks. Purchase Order 30108 - \$20,698.80
2. Pheasants Forever Partnership Package – Final Payment - \$6,250.00
3. Commission Payable to John Baxter – Sales Representation – for Accounts Receivable effective April 28, 2010.
4. Web Hosting Services (effective May 1, 2010) – www.mudriverdogproducts.com.
5. Quickbooks Software Hosting Services (Barons Inc.) (effective May 1, 2010)
6. SPS Commerce (effective May 1, 2010)
7. Kintetsu World Express – Customs Clearance and Duty Charges for Purchase Orders 30106, 30109.
8. Reed Exhibitions – Balance Owing for 2011 Shot Show Booth Expense - \$2,600.

EXHIBIT D - ASSIGNED CONTRACTS

EXHIBIT E - LIST OF TRADEMARKS

US TRADE MARK - SERIAL NUMBER 77360584

UNITED KINGDOM TRADE MARK - 2512468

CANADA TRADE MARK APPLICATION - 1452369

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement is entered into as of April 27, 2010 (the "Closing Date") by and between Mud River Dog Products, Inc., an Arkansas corporation (the "Seller") and Boyt Harness Company, L.L.C., an Iowa limited liability company (the "Purchaser").

The words and phrases of this Agreement shall be defined pursuant to the terms and conditions of the Asset Purchase Agreement dated as of the Closing Date, by and between Seller, Commerce Connect, Inc., an Ontario, Canada corporation, and Purchaser.

Seller hereby transfers and assigns to Purchaser, and Purchaser hereby purchases and accepts from Seller, all of Seller's right, title and interest in the Business Assets.

Seller hereby covenants with Purchaser that Seller is the owner of the Business Assets, that Seller has good and lawful authority to sell, transfer and assign the same and that the same are free and clear of all liens, security interests and encumbrances.

Purchaser hereby agrees, from and after the Closing Date, to assume, perform or pay as appropriate any assumed liabilities of Seller as specifically set forth on the List of Assumed Liabilities attached to the Asset Purchase Agreement as Exhibit "C" and any assigned agreements, contracts and commitments as specifically set forth on the Schedule of Assigned Contracts attached to the Asset Purchase Agreement as Exhibit "D".

Seller and Purchaser have signed this Agreement as of the date noted above.

SELLER:

PURCHASER:

MUD RIVER DOG PRODUCTS, INC.

BOYT HARNESS COMPANY, L.L.C.

By: 

Robert C. Gorman, its President

By: 

Curtis W. Borcharding, Vice President
and Chief Financial Officer

ASSIGNMENT OF REGISTRATION OF MARK

MUD RIVER DOG PRODUCTS

WHEREAS, Commerce Connect, Inc., an Ontario, Canada corporation, with its principal place of business at 2263 Rosegate Drive, Mississauga, Canada L5M5A6 ("Seller") has adopted, used and is using the mark "Mud River Dog Products", which mark was registered with the United States Patent and Trademark Office ("USPTO") on October 21, 2008, and assigned Registration No. 3519448 (the "Mark"); and

WHEREAS, Boyt Harness Company, L.L.C., an Iowa limited liability company, with its principal place of business at One Boyt Drive, Osceola, Iowa 50213 ("Purchaser") is desirous of acquiring the Mark and registration thereof.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby assign unto Purchaser, all right, title and interest in and to said Mark, together with the good will of the business in which the Mark is used (or that part of the good will of the business connected with the use of and symbolized by the Mark):

MARK	REG. NO./SERIAL NO.	REG. DATE
Mud River Dog Products	3519448	October 21, 2008

SELLER:
Commerce Connect, Inc.

By: 

Its _____

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