

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMORDIAL, INC.		10/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Polaris Industries Inc.		
Street Address:	2100 Highway 55		
City:	Medina		
State/Country:	MINNESOTA		
Postal Code:	55340		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3209843	GROUND GUIDANCE	
Registration Number:	4410271	OOZE	
Registration Number:	3474979	PRIMORDIAL	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.332.5300		
Email:	lstrom@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	PO Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	00098.00000001		
NAME OF SUBMITTER:	Andrew S. Ehard		
SIGNATURE:	/Andrew S. Ehard/		
DATE SIGNED:	06/09/2015		
Total Attachments: 10			
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STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (this "**Agreement**") dated as of October 31, 2013, is entered into by and among Polaris Industries Inc., a Delaware corporation ("**Buyer**"), Primordial, Inc., a Delaware corporation (the "**Company**"), and Randy Milbert, an individual maintaining a principal residence in the State of Minnesota, ("**Seller**"). Each of Buyer, Seller and the Company is sometimes also referred to herein as a "**Party**" and together as the "**Parties**."

RECITALS

- A. Seller is the owner of all of the issued and outstanding shares of capital stock of the Company (the "**Shares**").
- B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller all Shares subject to and upon the terms and conditions hereinafter set forth.
- C. Certain capitalized terms used in this Agreement have the respective meanings set forth in ARTICLE 10.

AGREEMENT

In consideration of the premises and mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, each Party agrees as follows:

ARTICLE 1 PURCHASE AND SALE OF SHARES

1.1 **Generally.** On and subject to the terms and conditions of this Agreement, at Closing, Buyer will purchase from Seller, and Seller will sell to Buyer, the Shares. As of Closing, the Shares purchased from Seller will constitute all of the issued and outstanding capital stock of the Company.

ARTICLE 2 PURCHASE PRICE

2.1 **Purchase Price.** Upon and subject to the terms herein, Buyer will pay to Seller the amount of \$2,500,000 (the "**Purchase Price**").

2.2 **Payment of Initial Purchase Price at Closing and Related Payments.** Upon and subject to the terms herein, at Closing and on the Closing Date, Buyer will pay the Purchase Price as follows:

- (a) Buyer will deposit into escrow with Wells Fargo Bank, NA (the "**Escrow Agent**"), the amount of \$250,000 (the "**Escrow Amount**") to be held by the Escrow Agent pursuant to the terms hereof and the Escrow Agreement, which will be deposited by Buyer into an escrow account pursuant to the terms of an escrow agreement substantially in the form attached as Exhibit 2.2 ("**Escrow Agreement**");

use or occupancy of the Real Property or any portion thereof, or the operation of the business of the Company as currently conducted thereon.

4.13 Intellectual Property.

(a) Assuming the validity of ownership of Intellectual Property by all Persons from whom the Company licenses Intellectual Property, the Company owns and possesses or has the right to use pursuant to, a valid and enforceable written license, sublicense, agreement or permission, all Intellectual Property necessary or desirable for the operation of the business of the Company as presently conducted. Each item of Intellectual Property owned or used by the Company immediately prior to the Closing will be owned or available for use by the Company on identical terms and conditions immediately subsequent to the Closing. The Company's use of the Intellectual Property in its business as presently conducted, has not and will not violate, interfere with or infringe upon the valid rights of any other individual or entity, nor does such use by the Company constitute a breach of any agreement, obligation, promise or commitment by which the Company may be bound or constitute a violation of any laws, regulations, ordinances, codes or statutes in any jurisdiction.

(b) (i) The Company has not in the past interfered with, infringed upon, misappropriated, or otherwise come into conflict with, any Intellectual Property rights of third parties; (ii) to the Knowledge of Seller and the Company, there are no facts that indicate a likelihood of any of the foregoing; and (iii) no notices regarding any of the foregoing (including any demands or offers to license any Intellectual Property from any third party) have been received. To Seller's and the Company's Knowledge, there is no unauthorized use, disclosure, infringement, dilution, misappropriation, or other violation by any third party (including any employee or former employee of the Company) of any Intellectual Property of the Company or of any right of any third party in Intellectual Property licensed by or through the Company. Except as disclosed on Schedule 4.13(b), no claims have been made by or against the Company for any unauthorized use, disclosure, infringement, dilution, misappropriation, or violation by others of any rights with respect to any Intellectual Property and no trademark opposition or cancellation proceedings have been threatened or commenced by or against the Company. To the Knowledge of Seller and the Company, there are no such claims that the Company may have the right (or a reasonable basis) to make or assert.

(c) Schedule 4.13(c) identifies each patent, trademark or registration therefor that has been issued or assigned and transferred to the Company with respect to any of its Intellectual Property, identifies each pending patent or trademark application or application for registration that the Company has made with respect to any of its Intellectual Property, and identifies each license, sublicense, agreement or other permission that the Company has granted to any third party with respect to any of its Intellectual Property (together with any exceptions). Seller has delivered to Buyer correct and complete copies of all such patents, trademarks, registrations, applications, licenses, sublicenses, agreements and permissions (as amended to date) and has made available to Buyer correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item. Schedule 4.13(c) also identifies each unregistered trademark, service mark, trade name, corporate name or Internet domain name, computer software item (other than commercially available off-the-shelf software purchased or licensed for less than \$5,000 per item) and each unregistered copyright used by the Company in connection with any of its

businesses. With respect to each item of Intellectual Property required to be identified in Schedule 4.13(c) (and except as otherwise set forth therein):

(i) the Company owns and possesses all right, title, and interest in and to the item, free and clear of any Lien, license or other restriction or limitation regarding use or disclosure, without an obligation to pay any royalties, license fees or other amounts to any other person or entity;

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling or charge;

(iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, interference, opposition, cancellation, reexamination, or demand is pending or, to Seller's or the Company's Knowledge, threatened that challenges the legality, validity, enforceability, use or ownership of the item, and, to the Knowledge of Seller and the Company, there are no grounds for the same;

(iv) other than in the Ordinary Course of Business, the Company has not agreed to indemnify any Person for or against any interference, infringement, misappropriation or other conflict with respect to the item;

(v) all statements and representations made by the Company in any applications, filings or registrations relating to the item were true in all material respects as of the time they were made and, to Seller's or the Company's Knowledge, remain true as of the date of this Agreement; and

(vi) no loss or expiration of the item is to Seller's or the Company's Knowledge, threatened or pending, except for patents expiring at the end of their statutory terms (and not as a result of any act or omission by Seller or the Company, including a failure by Seller or the Company to pay any required maintenance fees).

(d) Schedule 4.13(d) identifies each item of Intellectual Property that any third party owns or in which any third party has any current or future ownership rights (whether certain or contingent) and that the Company uses pursuant to license, sublicense, agreement or permission (other than commercial off-the-shelf software purchased or licensed for less than \$5,000 per item). Seller has delivered to Buyer correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date). With respect to each item of Intellectual Property required to be identified in Schedule 4.13(d), and assuming the validity of ownership of Intellectual Property by all Persons from whom the Company licenses Intellectual Property:

(i) the license, sublicense, agreement or permission covering the item is legal, valid, binding, enforceable, and in full force and effect against the Company, subject to the Enforcement Limitations;

(ii) the license, sublicense, agreement or permission will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following consummation of the Transactions, subject to the Enforcement Limitations;

(iii) to Seller's and the Company's Knowledge, no party to the license, sublicense, agreement or permission is in material breach or default, and, to the Knowledge of Seller and the Company, no event has occurred that with notice or lapse of time would constitute a breach or default or permit termination, modification or acceleration thereunder;

(iv) to Seller's and the Company's Knowledge, no party to the license, sublicense, agreement or permission has repudiated any provision thereof;

(v) with respect to each sublicense, the representations and warranties set forth in clauses (i) through (iv) above are true and correct with respect to the underlying license;

(vi) the underlying item of Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling or charge;

(vii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand is pending or, to Seller's and the Company's Knowledge, is threatened that challenges the legality, validity or enforceability of the underlying item of Intellectual Property, and to Seller's and the Company's Knowledge, there are no grounds for the same; and

(viii) the Company has not granted any sublicense or similar right with respect to the license, sublicense, agreement or permission.

(e) The Company and Seller have taken all necessary actions to maintain and protect all of the registered Intellectual Property of the Company so as not to adversely affect the validity or enforceability thereof.

(f) The Company has complied in all material respects with and are presently in material compliance with all foreign, federal, state, local, governmental (including the Federal Trade Commission and State Attorneys General), administrative or regulatory laws, regulations, guidelines and rules applicable to any Intellectual Property.

(g) Except as set forth on Schedule 4.13(g), all products made, used or sold under each registered patent of the Company have been marked with the proper patent notice; all products, services and materials containing any trademark, service mark, trade name or service name owned by the Company bears the proper registration notice where permitted by Applicable Law; and all works encompassed by any copyright of the Company have been marked with the proper copyright notice.

(h) With respect to each Trade Secret (including each item of Intellectual Property that the Company regards as a Trade Secret): (1) the Company has taken all reasonable precautions to protect the secrecy, confidentiality and value of such Trade Secret; and (2) Seller's and the Company's Knowledge, such Trade Secret has not been used, divulged or appropriated either for the benefit of any Person (other than the Company) or to the detriment of the Company.

(i) Except as set forth on Schedule 4.13(i), each employee, agent, consultant and contractor who has contributed to or participated in the conception, creation or development of Intellectual Property on behalf of the Company have executed a written assignment in favor of the

Company, as assignee, that has caused the conveyance to the Company of all right, title and interest in and to all tangible and intangible property, throughout the world, arising from such individual's or entity's work and no such individual or entity has any right to such Intellectual Property.

(j) For the Company's software identified in Schedule 4.13(c), any open source software used therein has not been modified by the Company; has not been linked or embedded in the Company's software; and if modified or linked, has not been distributed to third parties.

4.14 Contracts.

(a) Schedule 4.14(a) lists the following Contracts to which the Company is a party:

(i) any Contract (or group of related Contracts) for the lease of personal property to or from any Person providing for lease payments in excess of \$5,000 per annum;

(ii) any Contract (or group of related Contracts) for the purchase or sale of personal property, or for the furnishing or receipt of services, the performance of which will extend over a period of more than one year or involve consideration in excess of \$5,000;

(iii) any Contract concerning a partnership or joint venture;

(iv) any Contract (or group of related Contracts) under which the Company has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, in excess of \$5,000 or under which it has imposed a Lien on any of its assets, tangible or intangible;

(v) any Contract concerning or that contains any provisions relating to confidentiality or non-competition other than non-disclosure agreements entered into in the Ordinary Course of Business;

(vi) any Contract that concerns or contains any provisions relating to exclusive dealing or that requires the Company to provide discounts or any other favorable pricing terms;

(vii) any Contract with any Governmental Authority;

(viii) any distribution Contract;

(ix) any Contract under which the Company is currently or potentially obligated to share revenues or income with any other Person (including Seller);

(x) any Contract with Seller or any of the Company's Affiliates;

(xi) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other plan or Contract for the benefit of its current or former managers, officers, or employees;

(xii) any collective bargaining Contract;

“**GAAP**” means United States generally accepted accounting principles as in effect from time to time, consistently applied throughout the periods involved in accordance with the historic practices and procedures of the Company.

“**Governmental Authority**” means, wherever located, any: (a) nation, state, county, city, town, village, district or other jurisdiction of any nature; (b) federal, state, local or foreign government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, administration, branch, commission, bureau, instrumentality, department, official, entity, court or tribunal); (d) multi-national organization or body; or (e) body or Person exercising any arbitral, administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

“**Hazardous Substances**” means pollutants, contaminants, hazardous substances, hazardous wastes, petroleum and fractions thereof, and all other chemicals, wastes, substances, and materials regulated by any Environmental Law.

“**IRS**” is defined in SECTION 4.20(a).

“**Improvements**” is defined in SECTION 4.12(d).

“**Indemnifying Party**” is defined in SECTION 8.6(a).

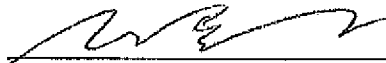
“**Initial Claim Notice**” is defined in SECTION 8.6(a).

“**Intellectual Property**” means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, together with all translations, adaptations, derivations and combinations thereof (and including all goodwill associated therewith) and all applications, registrations and renewals in connection therewith; (c) all copyrightable works and copyrights, and all applications, registrations and renewals in connection therewith; (d) all mask works and all applications, registrations and renewals in connection therewith; (e) all Trade Secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); (f) all computer software (including source code, executable code, data, databases and related documentation); (g) all advertising and promotional materials; (h) all other proprietary rights; and (i) all copies and tangible embodiments thereof (in whatever form or medium).

“**Knowledge**” means, with respect to the knowledge of Seller, the actual knowledge of Seller, and with respect to the knowledge of the Company, the actual knowledge of Seller, Kyle Estes, Erik Freed, Andreas Robinson, and Steve Hersman and those matters that would reasonably be expected to be known by such individuals based on their ownership of the Company and/or their positions with the Company.

IN WITNESS WHEREOF, each Party has executed this Stock Purchase Agreement effective as of the date first written above.

BUYER:
POLARIS INDUSTRIES INC.

By: 
Name: Scott W. Wine
Title: Chief Executive Officer

SELLER:
RANDY MILBERT

COMPANY:
PRIMORDIAL INC.

By: _____
Name: Randy Milbert
Title: President

IN WITNESS WHEREOF, each Party has executed this Stock Purchase Agreement effective as of the date first written above.

BUYER:
POLARIS INDUSTRIES INC.

By: _____
Name: Scott W. Wine
Title: Chief Executive Officer

SELLER:
RANDY MILBERT

Randy L. Milbert

COMPANY:
PRIMORDIAL, INC.

By: Randy L. Milbert
Name: Randy Milbert
Title: President

**Schedule 4.13
Intellectual Property**

Subsection (b):

None

Subsection (c):

Trademarks

Trademark	Serial Number	Registration Number	Type	Class	Registered
Primordial	77216501	3474979	Standard characters	9	July 29, 2008
Ground Guidance	78875046	3209843	Standard characters	9	February 13, 2007
Ooze	85823182	4410271	Standard characters	42	October 1, 2013

Patents

Title	Number	Countries	Inventors	Filed	Issued
System and Method for Crowdsourcing Map Production	13/733,132	United States	Randy Milbert and Andreas Robinson	January 2, 2013	
System and Method for Multi-Plane Routing	13/472,866	United States	Randy Milbert, Kyle Estes, and Erik Freed	May 16, 2012	
System and Method for Multi-Resolution Routing	8,374,792	United States, United Kingdom, and Germany	Erik Freed and Dane White	July 30, 2010	February 12, 2013
System and Method for Generating Tactical Routes	GB2473552	United States, United Kingdom, and Canada	Randy Milbert, Kyle Estes, and Erik Freed	July 7, 2008	May 16, 2012
Method and System for	GB2452458	United States,	Randy	March	December

TRADEMARK

REEL: 005548 FRAME: 0575

Providing Off-Road Guidance		United Kingdom, and Canada	Milbert, Kyle Estes, and Erik Freed	7, 2007	28, 2011
Indicating Positions of and Directions to Battlefield Entities in a Soldier's Head-Mounted Display	7,711,149	United States	Randy Milbert	July 25, 2007	May 4, 2010
Method and System for Generating and Presenting Off-Road Travel Routes	7,756,635	United States	Randy Milbert	August 12, 2005	July 13, 2010
Routing Soldiers around Enemy Attacks and Battlefield Obstructions	6,963,800	United States	Randy Milbert	April 9, 2003	May 21, 2005
Differentiating Friend from Foe and Assessing Threats in a Soldier's Head-Mounted Display	7,263,206	United States	Randy Milbert	May 6, 2003	August 28, 2007

Domains

Domain
groundguidance.com
groundsoldier.com
ooze.me
primordial.com

Unregistered Trademarks, Service Marks, Trade Names, Corporate Names or Internet Domain Names

Bedlam, Orion, Tentacle

Computer Software

Bedlam, Ground Guidance, Ooze, Orion, Tentacle

Unregistered Copyrights

Various items, including datasheets, presentations, proposals, source code and web sites.

TRADEMARK