

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MotorFist, LLC		02/25/2015	LIMITED LIABILITY COMPANY: IDAHO
RECEIVING PARTY DATA			
Name:	MotorFist, LLC		
Street Address:	505 N Hwy 169 #1000		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4083865		
Registration Number:	4003834	MOTOR FIST	
Registration Number:	3897819	MOTOR FIST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@winthrop.com		
Correspondent Name:	Winthrop & Weinstine		
Address Line 1:	225 South Sixth Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	19794.1		
NAME OF SUBMITTER:	Martha J. Engel		
SIGNATURE:	/Martha J. Engel/		
DATE SIGNED:	02/17/2016		
Total Attachments: 11			
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ASSET PURCHASE AGREEMENT

By and Among

MOTORFIST, LLC,
a Minnesota limited liability company

as Purchaser,

MOTORFIST, LLC,
an Idaho limited liability company

as Seller,

with respect to certain specified provisions

BRAD A. BALL

as Member

and

solely with respect to Section 6.13

ARCTIC CAT SALES INC.

February 25, 2015

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 25, 2015, is by and among MotorFist, LLC, a Minnesota limited liability company ("Purchaser") and a wholly-owned subsidiary of Arctic Cat Sales Inc., a Minnesota corporation, MotorFist, LLC, an Idaho limited liability company ("Seller"), with respect to certain specified provisions Brad A. Ball (the "Member") and, solely with respect to Section 6.13, Arctic Cat Sales Inc., a Minnesota corporation ("Parent"). Capitalized terms used herein and not otherwise defined have the meanings given to such terms in Article VIII below.

WHEREAS, Seller is engaged in the business of producing, selling and distributing motorsports garments, helmets, boots, riding gear and accessories (the "Business");

WHEREAS, the Member owns all of the equity interests in Seller;

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, substantially all of the assets of Seller used in or useful for the Business as set forth herein for the consideration and on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Seller desires to assign, and Purchaser desires to assume, the Assumed Liabilities of Seller as defined herein on the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, including the Member with respect to certain provisions as specified herein, hereby agree as follows:

ARTICLE I

Sale and Transfer of Purchased Assets; Limited Assumption of Liabilities

1.1 Assets To Be Sold. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall at the Closing purchase and acquire from Seller, free and clear of any Liens, all of Seller's right, title and interest in and to all the assets used in the Business (excepting only those assets specifically identified as Excluded Assets in Section 1.2), wherever such assets may be located (collectively, the "Purchased Assets"), including the following to the extent the same exist and are owned by Seller as of the Closing Date:

(a) all lists and records of the Business pertaining to customers, potential customers, customer accounts (whether past, current or potential), suppliers, service providers, agents, referral sources, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising and promotional materials, software, studies, reports and correspondence and other similar documents, including those set forth on Schedule 1.1(a), whether in electronic or other form;

(b) all merchandise inventory relating to the Business as of the Closing Date, including the inventory listed on Schedule 1.1(b) to the extent not sold in the ordinary course of business on or prior to the Closing Date (the "Inventory");

(c) all patent and know-how licenses and all technology, know-how, trade secrets, servicing processes, formulae, flow-charts, designs, and service manuals used in the Business, including those set forth on Schedule 1.1(c) (collectively, the "Technology");

(d) all computer software and computer programs relating to the Business, whether owned or licensed, including the software and programs listed on Schedule 1.1(d) (the "Software");

(e) all rights relating to all Intellectual Property used in the Business (including the Business Intellectual Property and all Internet domain names and related website content used in the Business), including the Intellectual Property listed on Schedule 1.1(e);

(f) all telephone numbers used in the Business, including those listed on Schedule 1.1(f), to the extent assignable by Seller to Purchaser;

(g) all prepayments, prepaid expenses and similar assets relating to the Business, including those listed on Schedule 1.1(g) but excluding those identified as excluded on Schedule 1.1(g);

(h) all fixed assets relating to the Business, including all equipment, furniture, vehicles, spare parts, trade fixtures, leasehold improvements, computers, computer systems, telephones, telephone systems, and all related equipment and all other tangible personal property relating to the Business, including those set forth on Schedule 1.1(h);

(i) all rights of Seller under Contracts, commitments, purchase orders, work in progress and other agreements relating to the Business to which Seller is a party, including all confidentiality, assignment of inventions, non-competition and/or non-solicitation covenants or any other Contract between each current and former Employee and Seller, and specifically including rights of Seller under those Contracts listed on Schedule 1.1(i) (collectively, the "Purchased Contracts");

(j) all claims, deposits, warranties, Guarantees, refunds, Actions, rights of recovery, rights of set-off, rights of indemnification and rights of recoupment relating to the Business, including those set forth on Schedule 1.1(j);

(k) all assignable licenses, permits, certificates of authority, authorizations, approvals, registrations, qualifications, waivers and similar instruments granted or issued by any Government Entity, and all pending applications therefor or renewals thereof ("Permits") relating to the Business, including those set forth on Schedule 4.20(a);

[Pages Redacted]

2.4 The Closing. The closing of the purchase and sale of the Purchased Assets, and the transactions relating thereto (the "Closing"), shall take place at the offices of Fredrikson & Byron, P.A., located at 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota, on the date hereof, or at such other times and places (including by way of electronic mail, facsimile, telephone and other similar means) as the parties hereto may mutually agree. The date of the Closing is referred to as the "Closing Date." The Closing shall be deemed to occur and be effective as of 12:01 a.m. on the Closing Date. Seller will, on the Closing Date, deliver to Purchaser possession of all physical Purchased Assets. Seller shall not have any interest in the Purchased Assets after the Closing Date.

2.5 Closing Net Working Capital. The Purchase Price shall be subject to adjustment as follows:

(a) Within sixty (60) days after the Closing, Purchaser shall cause to be prepared and delivered to Seller a calculation (the "Statement of Net Working Capital") of actual Net Working Capital as of the Closing in accordance with Exhibit F (as conclusively determined as set forth in Section 2.5(b), the "Closing Net Working Capital"). Seller shall cooperate fully in the preparation of the Statement of Net Working Capital.

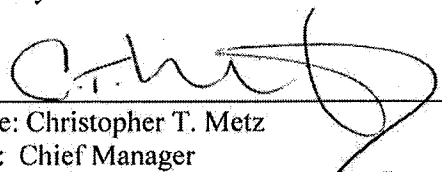
(b) Unless Seller notifies Purchaser in writing ("Objection Notice") within thirty (30) days after receipt by Seller of the Statement of Net Working Capital (the "Dispute Notification Period") of any objections thereto (specifying in reasonable detail the item(s) so disputed together with the basis for such dispute), the Statement of Net Working Capital shall be final and binding for all purposes (it being understood that any item not expressly disputed in the Objection Notice received by Purchaser during the Dispute Notification Period shall become final, binding and conclusive upon the expiration of the Dispute Notification Period). If Seller gives an Objection Notice, Purchaser and Seller shall attempt in good faith to reach an agreement as to any matters in dispute. If they fail to resolve any such disputed matters within ten (10) Business Days after Purchaser's receipt of the Objection Notice, then any such disputed matters shall be submitted to and determined by an independent auditor of national recognition mutually agreed upon by Seller and Purchaser in writing (the "Independent Accounting Firm"). The Independent Accounting Firm shall be given reasonable access to the appropriate records of Seller and Purchaser to resolve any disputed matters regarding the Statement of Net Working Capital, and shall be instructed to submit its determination in writing with respect to any disputed matters in the Statement of Net Working Capital to Purchaser and Seller within twenty (20) Business Days. The Independent Accounting Firm shall address only those matters properly disputed in accordance with this Section 2.5(b) and the Independent Accounting Firm may not assign a value greater than the greatest value for any such matter claimed by Purchaser, on the one hand, or Seller, on the other hand or a value lesser than the lowest value for any such item claimed by Purchaser, on the one hand, or Seller, on the other hand. Seller and Purchaser shall be entitled to present any materials they deem appropriate to the Independent Accounting Firm and to conduct a meeting with all parties present (to the extent such parties desire to be present in such meeting), to discuss their positions. The fees and expenses of such Independent Accounting Firm incurred in resolving the disputed matter shall be equitably

[Pages Redacted]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first written above.

PURCHASER:

MOTORFIST, LLC, a Minnesota limited liability company

By: 
Name: Christopher T. Metz
Title: Chief Manager

SELLER:

MOTORFIST, LLC, an Idaho limited liability company

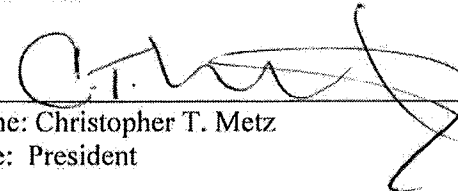
By: _____
Brad A. Ball, Manager

MEMBER WITH RESPECT ONLY TO THE FUNDAMENTAL REPRESENTATIONS AND SECTIONS 6.3, 7.3, 7.5, 7.6, 7.7, 7.8 AND, TO THE EXTENT APPLICABLE, ARTICLES VIII AND IX:

Brad A. Ball

PARENT, SOLELY WITH RESPECT TO SECTION 6.13:

ARCTIC CAT SALES INC., a Minnesota corporation

By: 
Name: Christopher T. Metz
Title: President

52241942

[Signature Page to Asset Purchase Agreement]

TRADEMARK
REEL: 005733 FRAME: 0771

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first written above.

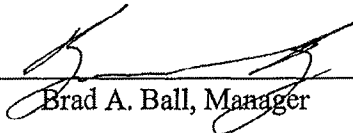
PURCHASER:

MOTORFIST, LLC, a Minnesota limited liability company

By: _____
Name: Christopher T. Metz
Title: Chief Manager

SELLER:

MOTORFIST, LLC, an Idaho limited liability company

By:  _____
Brad A. Ball, Manager

MEMBER WITH RESPECT ONLY TO THE FUNDAMENTAL REPRESENTATIONS AND SECTIONS 6.3, 7.3, 7.5, 7.6, 7.7, 7.8 AND, TO THE EXTENT APPLICABLE, ARTICLES VIII AND IX:

 _____
Brad A. Ball

PARENT, SOLELY WITH RESPECT TO SECTION 6.13:

ARCTIC CAT SALES INC., a Minnesota corporation

By: _____
Name: Christopher T. Metz
Title: President



52241942

[Signature Page to Asset Purchase Agreement]

TRADEMARK
REEL: 005733 FRAME: 0772

Schedule 1.1(e): Intellectual Property

U.S. FEDERAL TRADEMARK REGISTRATIONS:

	Registered	4083865	01/10/2012
MOTOR FIST	Registered	4003834	07/26/2011
	Registered	3897819	12/28/2010


U.S. FEDERAL TRADEMARK APPLICATIONS:

None.

STATE TRADEMARK/SERVICE MARK REGISTRATIONS:


None.

CANADA TRADEMARK REGISTRATIONS:

	Registered	TMA823192	05/02/2012
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INTERNATIONAL (MADRID) TRADEMARK REGISTRATIONS:

MOTOR FIST	Registered [Designated countries: China, European Union, Japan and Norway. Mark <i>refused</i> in Russia*.]	1120480	03/07/2012
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	Registered [Designated countries: China, European Union, Japan and Norway. Mark <i>refused</i> in Russia.]	1024837	12/07/2009
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U.S. COPYRIGHTS:

None.

DOMAIN NAMES:

MOTORFIST.COM MOTORFIST.US MOTOFIST.COM MOTORFIST.INFO MOTORFIST.MOBI MOTORFIST.NET MOTORFIST.ORG MOTORFISTCANADA.COM MTRFIST.COM SNOMOBILINGISNOTACRIME.COM	Registered	GoDaddy.com, LLC	02/12/2015	Registrant Name: Michael Schultz Registrant Organization: MotorFist, LLC P.O. Box 3839 Idaho Falls, Idaho 83403
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- Seller's Hosting Information, SSL Certificate, Website Domains, Renewal Costs, and Renewal Dates can be found on the Due Diligence DVD under the Information Systems>Domain and Website Information folder.

SOCIAL MEDIA:

Facebook	https://www.facebook.com/motorfistgear
Twitter	https://twitter.com/Motorfist
Instagram	http://instagram.com/motorfistgear
YouTube	https://www.youtube.com/user/MotorfistGear
LinkedIn®	https://www.linkedin.com/company/motorfist

- Foreign dealers or distributors maintain social media websites and other Seller websites specific to that country (Motorfist.ru, Motorfist.se and Motorfist.fi) on Seller's behalf because of language barrier. Seller does not have any contractual obligations related to our domestic or foreign social media or retail websites.

TRADE NAMES:

None.

U.S. PATENTS:

None.

FOREIGN PATENTS:

None.