

MRO 10/27/99

11-03-1999
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10-27-1999
U.S. Patent & TMO/TM Mail Rpt Dt. #31

Docket No.:
33722.5.6

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To the Honorable Commissioner of Patent

attached original documents or copy thereof.

1. Name of conveying party(ies):

Joseph J. Berto

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 1 March 1997

Name and address of receiving party(ies):

Name: Industrial Custom Products, L.L.C.

Internal Address: _____

Street Address: 2801 37th Avenue N.E.

City: Minneapolis State: MN ZIP: 55421

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,739,448

Additional numbers Yes No

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

Name: Edward S. Hotchkiss

Internal Address Fredrikson & Byron, P.A.

1100 International Centre

Street Address: 900 2nd Avenue South

City: Minneapolis State: MN ZIP: 55402

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

1

7. Total fee (37 CFR 3.41):.....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

061910

DO NOT USE THIS SPACE

11/02/1999 MTHA11 00000209 1739448

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward S. Hotchkiss

Name of Person Signing

Signature

27 Oct 99

Date

Total number of pages including cover sheet, attachments, and

5

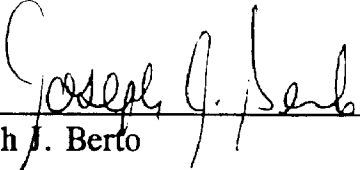
BILL OF SALE

1. FOR VALUE RECEIVED, Joseph J. Berto ("Seller") in exchange for the good and valuable consideration paid by Industrial Custom Products L.L.C., a Minnesota limited liability company ("Buyer") does hereby sell, transfer, and assign to Buyer, its successors and assigns, forever, the following assets of:

- (a) All equipment, machinery and tooling used in connection with the Purchased Assets (as that term is defined in the Asset Purchase Agreement among Buyer and Seller dated effective March 1, 1997 (the "Purchase Agreement"), including those items described in Exhibit 1.1(a) to the Purchase Agreement;
- (b) All intangible personal property, business records, customer lists and goodwill related to the Purchased Products (as that term is defined in the Purchase Agreement), together with all documents, records, files, computer tapes or discs, or other media on or in which the same may be evidenced or documented, including the following:
 - (i) All tradenames, trademarks or service mark registrations and applications, common law trademarks, copyrights and copyright registrations and applications as identified on Exhibit 1.1(b)(i) to the Purchase Agreement and all goodwill associated therewith;
 - (ii) All domestic and foreign letters patent, patent applications and patent and know-how licenses as listed on Exhibit 1.1(b)(ii) to the Purchase Agreement; and
 - (iii) All technology, know-how, trade secrets, manufacturing processes, formulae, drawings, designs and computer programs related to the Purchased Products, and all documentary evidence thereof, including without limitation those items listed on Exhibit 1.1(b)(iii) to the Purchase Agreement;

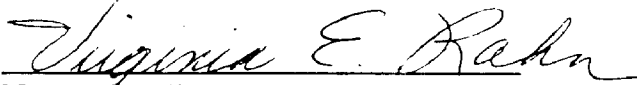
2. Seller hereby warrants to Buyer, and its successors and assigns, that Seller is the lawful owner of such property, and has good title to sell the same as provided under the terms of the Purchase Agreement and that, subject to any limitations set forth in the Purchase Agreement, Seller will warrant and defend the same against all lawful claims and demands whatsoever. Seller agrees that it will, at Buyer's reasonable request and expense, execute such documents and take such further action subsequent to the date hereof as may be necessary for Buyer to perfect, record or otherwise evidence the rights acquired by Buyer hereunder. It is agreed that acceptance of this Bill of Sale and Assignment, and the terms contained herein, does not constitute a waiver by Buyer to any extent of the warranties and undertakings of Seller provided in the Purchase Agreement nor a limitation in the scope of such warranties and undertakings.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on February ___, 1997 to be effective as of March 1, 1997.



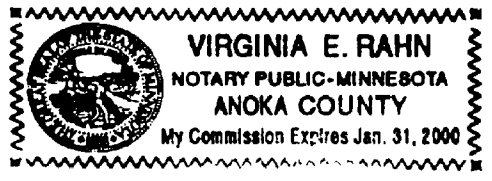
Joseph J. Berto

Subscribed and sworn to before me
this ___ day of February, 1997.



Notary Public

636337





Int. Cls.: 7, 12, 37 and 42

Prior U.S. Cls.: 19, 23, 101 and 103

United States Patent and Trademark Office

Reg. No. 1,739,448
Registered Dec. 15, 1992

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

HOLESHOT PRODUCTS

BERTO, JOSEPH J. (UNITED STATES CITIZEN), DBA HOLESHOT PRODUCTS
10607 WEST RIVER STREET, SUITE B
P.O. BOX 8775
TRUCKEE, CA 95737

FOR: SNOWMOBILE AND PERSONAL WATERCRAFT PARTS; NAMELY, CLUTCH SYSTEM PARTS COMPRISING SPRINGS; CRANK SHAFTS; SNOWMOBILE AND PERSONAL WATERCRAFT ENGINE PARTS, NAMELY, CARBURATORS, CYLINDERS, CYLINDER HEADS, PISTONS AND EXHAUST PIPES; AND CHAIN SAW ACCESSORIES, NAMELY, CHAIN SAW FILTERS, IN CLASS 7 (U.S. CL. 23)

FIRST USE 6-0-1984; IN COMMERCE 3-0-1988.

FOR: SNOWMOBILE CHASSIS PARTS; NAMELY, SKIS, TRACKS, SUSPENSION AND HOODS; SNOWMOBILE ACCESSORIES; NAMELY, SIDE SKIRTS AND FORM FITTING COVERS USED FOR DECORATIVE PURPOSES; SNOWMOBILE TRACTION PRODUCTS; NAMELY, STRUCTURAL STUDS AND

CLEATS; PERSONAL WATERCRAFT STRUCTURAL PARTS; NAMELY, HULLS, IN CLASS 12 (U.S. CL. 19).

FIRST USE 6-0-1984; IN COMMERCE 3-0-1988.

FOR: SNOWMOBILE, PERSONAL WATERCRAFT AND CHAIN SAW REPAIR SERVICES, IN CLASS 37 (U.S. CL. 103).

FIRST USE 6-0-1986; IN COMMERCE 3-0-1988.

FOR: MAIL ORDER CATALOG SERVICES IN THE FIELD OF PARTS FOR SNOWMOBILES, PERSONAL WATERCRAFT AND CHAIN SAWS, IN CLASS 42 (U.S. CL. 101).

FIRST USE 10-0-1986; IN COMMERCE 3-0-1988.

OWNER OF U.S. REG. NO. 1,510,049.
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PRODUCTS", APART FROM THE MARK AS SHOWN.

SER. NO 74 070,901, FILED 6 19 1990.

SAMUEL F. SHARPER JR., EXAMINING ATTORNEY

SCHEDULE 1.1(b)(i)

1. **Holeshot Products**
2. **Holeshot Special**