

12-31-2001  
101928842

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

RF

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

David A. Stampe

12/29/01

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: November 13, 1998

2. Name and address of receiving party(ies)

Name: Mark L. Anderson

Internal Address:

Street Address: 303 South McKay Avenue

City: Spring Valley State: WI Zip: 54767

- Individual(s) citizenship U.S.A.
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2,477,347

Additional number(s) attached  Yes  No

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

Name: Carol N. Skinner

Internal Address: SKINNER AND ASSOCIATES

Street Address: 619 Second Street, Suite 201

City: Hudson State: WI Zip: 54016

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2381

(Attach duplicate copy of this page if paying by deposit account)

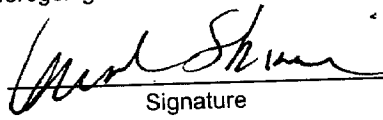
**DO NOT USE THIS SPACE**

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.

Carol N. Skinner

Name of Person Signing

  
Signature

November 12, 2001

Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

12/28/2001 LMUELLER 00000272 2477347

01 FC:481

40.00 DP

**TRADEMARK**  
**REEL: 002414 FRAME: 0428**

**Attachment to Recordation Form Cover Sheet**

Trademark Registration No. 2,477,347

Item 1 (continued)

1. Name of conveying party(ies)

Rockway, Inc., a Minnesota corporation

STOCK PURCHASE AGREEMENT

DATED November 13, 1998

BY AND AMONG

MARK L. ANDERSON

AND

ROCKWAY, INC.

DAVID A. STAMPE

# STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is made and entered into this 13 day of November, 1998, by and among MARK L. ANDERSON, an individual ("Buyer"), and ROCKWAY, INC., a Minnesota corporation (the "Company") and DAVID A. STAMPE ("Stampe"), the majority shareholder of the Company (the Company and Stampe are sometimes referred to collectively as "Sellers").

## WITNESSETH:

WHEREAS, the Company has Three Million (3,000,000) authorized shares of capital stock with a par value of \$.01 per share (the "Company Shares"), One million (1,000,000) of which shares have been issued to Stampe, representing Ninety Eight percent (98%) of the issued and outstanding shares of the Company's common stock (the "Stampe Shares") and Twenty Thousand Five Hundred (20,500) of which shares have been issued to Ronald G. Bailey, representing Two percent (2%) of the issued and outstanding shares of the Company's,

WHEREAS, Buyer wishes to purchase all of the Stampe Shares and One Million Nine Hundred Seventy Seven Thousand Five Hundred (1,977,500) of the non-issued Company Shares (the Stampe Shares and the Company Shares are hereafter referred to as the "Acquired Stock"), pursuant to the terms and for the consideration provided for in this Agreement, all right, title and interest, free of all liens and encumbrances whatsoever; and

WHEREAS, Buyer and Seller have negotiated and are in the process of finalizing a Stock Pledge Agreement related to this Stock Purchase Agreement, a License Agreement concerning certain intellectual property rights belonging to the Company and/or Stampe and related to the business of the Company ("Intellectual Property Rights"), and an Independent Contractor Agreement concerning certain services of Stampe to be provided to Buyer.

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I DEFINITIONS

1.1) Specific Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

- (a) "Acquired Stock" has the meaning set forth in the preamble of this Agreement.
- (b) "Agreement" means this Agreement and all Exhibits and Schedules hereto.

- (c) “Board” means the Board of Directors or equivalent of Buyer and the Company.
- (d) “Business” means the business of the Company.
- (e) “Closing” has the meaning set forth in Section 5.1.
- (f) “Closing Date” has the meaning set forth in Section 5.1.
- (g) “Purchase Price” has the meaning set forth in Section 2.2.
- (h) “Purchase Price Allocation” has the meaning set forth in Section 2.2.
- (i) “Intellectual Property Rights” means: (a) an exclusive license to use all rights owned by Stampe, relating to the STOPLIK electrical apparatus for discouraging animals from instinctively licking their wounds and/or for deterring animals from aggravating areas within or adjacent to wounds, and/or behavioral changes, to Buyer, on terms which have been generally agreed upon by Stampe and Buyer, in and to all know-how, inventions, trade secrets, US patents, pending US patent applications (and any and all divisions, continuations, continuations in part, and reissues), such US patent applications including but not being limited to US Patent Application Nos. 08/994,082, 29/080,932 and 60/090,651, copyrights, trademarks, tradenames, servicemarks, and all goodwill associated with such marks; and (b) an assignment of all rights owned by Stampe, relating to the STOPLIK device, to Buyer, on terms which have also been generally agreed upon by Stampe and Buyer, in and to all patent, copyright and trademark rights outside the US.

## 1.2) Definitional Provisions.

- (a) The words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
  - (b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice-versa.
  - (c) References to an “Exhibit” or to a “Schedule” are, unless otherwise specified, to one of the Exhibits or Schedules attached to or referenced in this Agreement, and references to an “Article” or a “Section” are, unless otherwise specified, to one of the Articles or Sections of this Agreement.
  - (d) The term “person” includes any individual, partnership, joint venture, corporation, trust, unincorporated organization or government or any department or agency thereof.
- 1.3) Other Terms. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

**ARTICLE II  
PURCHASE AND SALE OF STOCK**

2.1) Sale of the Acquired Stock. On the terms and subject to the conditions set forth herein, at the Closing, Stampe and the Company shall convey, transfer, assign and deliver to Buyer, and Buyer shall purchase the Acquired Stock and Intellectual Property Rights. The Acquired Stock shall constitute Ninety Eight percent (98%) of the issued and outstanding capital stock of the Company held by all shareholders of the Company as of the Closing Date. Stampe shall assume and hold Buyer harmless from all of the Company's obligations pursuant to any agreement with William Brown.

2.2) Purchase Price; Payment and Allocation. The total consideration (the "Purchase Price") for the Acquired Stock to be purchased pursuant to this Agreement according to the terms set forth below:

(a) Common Shares Purchased from the Company. To the Company, the sum of Fifty Four Thousand One Hundred Twenty Four and 76/100ths Dollars (\$54,124.76) for and including \$9,236.50, the purchase of all of the Company Shares which Buyer shall pay by assuming and paying the outstanding debts of Stampe and the Company set forth on Schedule 2.2 attached hereto and made part hereof by no later than November 30, 1998;

(b) Common Shares Purchased from Stampe Shares. To Stampe in the sum of One Hundred and No/100ths Dollars (\$100) payable by no later than November 30, 1998 for the purchase of the Stampe Shares.

**ARTICLE III  
COVENANTS**

Buyer, Stampe and the Company hereby covenant and agree as follows:

3.1) Access to Information and Records Before Closing. Prior to the Closing, Stampe and the Company have given Buyer, its employees, attorneys, accountants and other representatives, full access from the date hereof to all of its properties, books, contracts, commitments, customers, records, employees, agents, attorneys and accountants, and have furnished to Buyer during such period all such information as Buyer requested by Buyer. Except as provided herein, Buyer, Stampe and the Company shall maintain the confidentiality of all Confidential Information which is provided or has been provided to them by any other party to this Agreement.

3.2) Conduct of Buyer's Due Diligence. Stampe and the Company have provided and will provide Buyer with access to all information reasonably required by Buyer to complete its due diligence review of the assets, liabilities, Business and prospects of the Company.

ARTICLE IV  
CONDITIONS TO STAMPE' S AND THE COMPANY'S OBLIGATIONS

The obligations of Stampe and the Company under this Agreement shall be subject to the satisfaction by Buyer of the payments described in Schedule 2.2 by no later than the date indicated in such Schedule 2.2 or as is negotiated by Buyer on a case by case basis

ARTICLE V  
CLOSING

5.1) Closing Date. The consummation of the purchase and sale of the Acquired Stock provided for herein (the "Closing") shall take place at 4:00p.m. (local time) on November 13 1998, or on such other date and/or at such other time as the parties hereto may agree (the "Closing Date"). The Closing shall take place at the offices of Fredrikson & Byron, P.A., 1100 International Centre, 900 Second Avenue South, Minneapolis, MN, or at such other place as the parties hereto may agree.

5.2) Closing Deliveries of Stampe and the Company to Buyer. In addition to, and without limiting any other provisions of this Agreement, Sellers and the Company shall, at the Closing, deliver or cause to be delivered to Buyer the items referred to in Subsections 8.2(a) through (e) below, in form satisfactory to Buyer and its counsel:

(a) Certificates from each of Stampe and the Company representing all of the Acquired Stock, duly endorsed in negotiable form. All necessary documentary transfer tax stamps, if any, shall be affixed to the certificates or instruments at the expense of Stampe or funds sufficient for the purchase thereof shall be delivered to Buyer at the Closing.

(b) Current copies of Company's Articles of Incorporation, Bylaws or Memorandum of Association and a Certificate of Good Standing for each jurisdiction in which Company conducts its Business.

5.3) Closing Deliveries of Buyer to Stampe. In addition to, and without limiting any other provisions of this Agreement, Buyer shall, at the Closing, deliver to Sellers in form reasonably satisfactory to the Sellers and their counsel:

(a) Checks made payable to each of the parties described on Schedule 2.2 in the amounts indicated therein, representing payment in full for the Company Shares and the Stampe Shares or notified Stampe of negotiated settlements.

(b) Stock Pledge Agreements in form acceptable to the Company and Stampe, under the terms of which the Buyer shall pledge the Company Shares to the Company and the Stampe Shares to Stampe, together with duly endorsed stock powers, endorsing the Company Shares and the Stampe Shares over to the Company and Stampe, respectively,

and appointing Stampe attorney in fact for purposes of transferring the Company Shares and the Stampe Shares back to the Company and Stampe in the event that Buyer fails to make all of the payments described on Schedule 2.2 in a timely manner.

5.4) Proceedings. All proceedings taken and all documents executed and delivered by the parties hereto at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed taken nor any documents executed or delivered until all of them shall have been taken, executed and delivered.

## ARTICLE VI TERMINATION

6.1) Termination. The obligation of the parties hereto to consummate the transactions contemplated hereby may be terminated and abandoned at any time at or before the Closing by either party upon forty eight (48) hours prior written notice. . .

6.2) Effect of Termination. In the event of the termination of this Agreement by the any of the parties herein, no party shall have any liability whatsoever to any other party as a result of such termination.

## ARTICLE VII GENERAL PROVISIONS

7.1) Further Assurances. At such time and from time to time on and after the Closing Date upon request by Buyer, Stampe and/or the Company will execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be required for the better conveying, transferring, assigning, delivering, assuring and confirming to Buyer, or to its respective successors and assigns of the Acquired Stock or to otherwise carry out the purposes of this Agreement.

7.2) Complete Agreement. The Schedules and Exhibits to this Agreement shall be construed as an integral part of this Agreement to the same extent as if they had been set forth verbatim herein. This Agreement and the Schedules and Exhibits hereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements, whether written or oral, relating hereto.

7.3) Waiver, Discharge, Amendment, Etc. The failure of any party hereto to enforce at any time any of the provisions of this Agreement, including the election of such party to proceed with the Closing despite a failure of any condition to such party's closing obligations to occur, shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of the party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Any amendment to this Agreement shall be in writing and signed by Stampe, the Company and Buyer.



7.4) Notices. All notices hereunder shall be deemed given if in writing and delivered personally or by telecopy (with confirmation of such transmission), by certified mail, postage prepaid with return receipt requested, or reputable courier service to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to Buyer, to:

Mark Anderson  
303 McKay Ave.  
Spring Valley, WI 54767-0039  
Telecopy Number: (715) 778-4808

With a separate copy thereof addressed to:

Jory R. Gavic, Esq  
Gavic Law Offices  
Spring Valley, WI 54767  
(715) 778-5503

and if to the Company or Stampe, to:

Rockway, Inc.  
David A. Stampe  
13867 Garrett Avenue  
Apple Valley, MN 55124  
Telecopy Number: (612) 891-2687

With a separate copy thereof addressed to:

Fredrikson & Byron, P.A.  
1100 International Centre  
900 Second Avenue South  
Minneapolis, Minnesota 55402  
Attention: Patrick J. Kelly, Esq.  
Telecopy Number: 1/612-347-7077

7.5) Publicity. The parties hereto agree to cooperate with one another and not to disseminate any public announcements or press releases, without first obtaining the approval of all parties.

7.6) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota, United States of America, including all matters of construction, validity, performance and enforcement.

7.7) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Buyer may transfer or assign this Agreement of any or all of the rights interests, benefits or obligations arising under it to any of Buyer's corporate affiliates, by operation of law, as a consequence of a merger, acquisition, amalgamation, share exchange or consolidations with another company or entity, or upon the transfer of all or substantially all of its stock or assets to another company or entity. Any transfer or assignment by Buyer of this Agreement or any or all of the rights, interests, benefits or obligations arising under it will require Stampe's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this Agreement, "corporate affiliate" shall mean any corporation, partnership, limited liability company, limited liability partnership or other entity, in which: (1) Buyer holds or owns, directly or indirectly, more than fifty percent (50%) of the voting rights or equity interest in such corporation, partnership, limited liability company, limited liability partnership or other entity, (2) Buyer has management control, directly or indirectly, over the business activities of such corporation, partnership, limited liability company, limited liability partnership or other entity, (3) such corporation, partnership, limited liability company, limited liability partnership or other entity holds or owns, directly or indirectly, more than fifty percent (50%) of the voting rights or equity interest in Buyer, or (4) such corporation, partnership, limited liability company, limited liability partnership or other entity has management control, directly or indirectly, over Buyer's business.

7.8) Titles and Headings; Construction. The Table of Contents, titles and headings to the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction hereof against the party causing this Agreement to be drafted.

7.9) Benefit. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.10) Enforcement.

(a) Informal Dispute Resolution. Any party that believes that it has a valid claim against the other party under or pursuant to this Agreement, including a claim to terminate this Agreement or take any other action against the other party must notify the other party in writing of the existence and nature of such claim and must comply with the provisions of this Section 7.10 (a). before it may file a lawsuit or a request for arbitration against the other party relating to such claim pursuant to Section 7.10 (b). below. Buyer and Stampe agree that within fifteen (15) business days of the other party's receipt of such notice, each of them, or in the case of Buyer, Mark Anderson, shall meet at Buyer's principal office for a minimum of one (2) eight (8) hour day in order to attempt to resolve the dispute

amicably. If such attempt proves to be unsuccessful, either party may then file a claim for arbitration against the other party relating to such dispute..

(b) Arbitration. If the parties attempts to amicably resolve a dispute are unsuccessful, then except as otherwise provided in this Section 7.10 (b), either party may file a request for arbitration to have the dispute resolved. Except for (1) any claims for temporary or permanent injunctive relief or (2) any causes of action brought in equity by either party hereto, all disputes, controversies or claims arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement by a single arbitrator appointed in accordance with said rules. The appointing authority shall be the American Arbitration Association. The location of arbitration shall be Minneapolis, MN. The determination of the arbitrator shall be final and binding upon the parties to the arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(e) Damages; Jury Waiver. Buyer and Stampe (and their respective owners and guarantors) agree to waive, to the fullest extent permitted by law the right to claim punitive or exemplary damages against the other and agree that in the event of a dispute, each will be limited to the recovery of actual damages sustained. Buyer and Sellers further agree to waive any right to a jury trial and agree that any claims for temporary or permanent injunctive relief or any causes of action, lawsuits or other proceedings brought in equity by either party hereto shall be adjudicated by a judge.

7.11) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Fax copies of the executed agreement shall be accepted as originals until such time as executed originals can be delivered.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in the manner appropriate for each, and to be dated as of the date first above-written.

ROCKWAY, INC.

By David A. Stampe  
Its President

Mark L. Anderson  
Mark L. Anderson

David A. Stampe  
David A. Stampe

2196550-2  
(1b2v@021.doc)

**SCHEDULE 2.2**

October 8, 1998

**ROCKWAY, INC.**

**BILLS INCURRED TO 10/8/98**

ACTIVE LOGIC CORP.	8/5/98	\$630.00
EXPOSITIONS, INC.	10/5/98	\$3,034.85
FREDRIKSON & BYRON, P.A.	4/14/98	\$20,000.00
HAUGEN AND NIKOLAI, P.A.	1/12/98	\$3,227.50
KVEENE MIKE	10/15/97	\$9,293.59
SCHMID & SON PACKAGING	10/8/98	\$2,775.00
SKYLINE DISPLAYS	8/21/98	\$740.18
VINGE TILE (4 mo. Out)	10/8/98	\$5,600.00
VOLZ LANGWORTHY, LTD	2/25/98	\$1,507.42
BERING COM.	10/98	\$95.00
MN STATE FAIR	9/98	\$18.11
NW	8/98	\$46.10
AT&T	10/98	\$345.12
SKYLINE	9/98	\$740.18
SCHMID & SON	10/98	\$36.08
OFF FURN.	9/98	\$133.13
MCI	11/98	\$120.63
FRONTIER	11/98	\$723.87
WEB 2010	11/98	\$58.00
GENERAL LABEL		\$9,236.50
<b>TOTAL:</b>	10/98	<b>\$58,351.26</b>