




Form PTO-1594 (Rev. 6-93)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE				
OMB No. 0651-0011 (exp. 4/94)		TRADEMARKS ONLY		Patent and Trademark Office				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof								
1. Name of conveying party(ies): Flint Hills Resources, LP 4111 E. 37 th Street North Wichita, Kansas 67220 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation: State of _____ <input type="checkbox"/> Other _____			2. Name and address of receiving party(ies): Lubrication Technologies, Inc. 900 Mendelssohn Avenue North Golden Valley, MN 55427 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: State of Minnesota <input type="checkbox"/> Other _____					
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)					
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>February 25, 2002</u>								
4. Application number(s) or trademark number(s), and identification or description of the mark(s): <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> A. Trademark Application No(s). and description 76/335,638 (POWER 100 UNLEADED RACING FUEL and Design) </td> <td style="width:50%; border: none;"> B. Trademark Registration No(s). and description 2,306,730 (POWER 110 RACING FUEL and Design) </td> </tr> </table>						A. Trademark Application No(s). and description 76/335,638 (POWER 100 UNLEADED RACING FUEL and Design)	B. Trademark Registration No(s). and description 2,306,730 (POWER 110 RACING FUEL and Design)	
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5. Name and address of party to whom correspondence concerning document should be mailed: Kerry R. Thompson FAEGRE & BENSON LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901 612/766-7226			6. Total number of applications and registrations involved: <u>02</u>					
			7. Total fee (37 CFR 3.41) \$65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account					
			8. Deposit Account number: 06-0029					
DO NOT USE THIS SPACE								
9. Statement and signature. <i>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.</i> <table style="width:100%; border: none;"> <tr> <td style="width:35%; border: none;"> <u>Kerry R. Thompson</u> Paralegal Name of person signing </td> <td style="width:35%; border: none; text-align: center;">  Signature </td> <td style="width:30%; border: none; text-align: right;"> <u>June 21, 2002</u> Date </td> </tr> </table>						<u>Kerry R. Thompson</u> Paralegal Name of person signing	 Signature	<u>June 21, 2002</u> Date
<u>Kerry R. Thompson</u> Paralegal Name of person signing	 Signature	<u>June 21, 2002</u> Date						
Total number of pages including cover sheet, attachments, and document: <u>9</u>								

Mail documents to be recorded with required cover sheet information to:
Director – U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made this 25th day of February, 2002 by and between Flint Hills Resources, LP ("FHR"), a Delaware limited partnership, having a place of business at P.O. Box 2917, Wichita, Kansas 67201-2917, and Lubrication Technologies, Inc. (hereinafter referred to as "Buyer"), having a place of business at 900 Mendelssohn Avenue, North, Golden Valley, MN 55427. (FHR and Buyer being collectively referred to hereinafter as the "Parties" and individually as a "Party").

WHEREAS, Buyer desires to purchase from FHR, and FHR desires to sell to Buyer, all of FHR's right, title, and interest in and to the following described property:

The property described on Exhibit A, which exhibit is attached hereto and made a part of this Agreement (the "Property"):

- Registered Domain Names
- Trademarks
- Proprietary Formulas
- Customer List
- Supplier List

NOW, THEREFORE, the Parties, in consideration of the mutual promises contained in this Agreement, state and agree as follows:

1. **Purchase and Sale.** Buyer hereby agrees to purchase from FHR, and FHR hereby agrees to sell to Buyer, all of FHR's right, title, and interest in and to the Property in accordance with and subject to the terms and conditions set forth in this Agreement.

2. (a) **Disclaimer of Warranties.** For all Property sold hereunder, FHR DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE.

(b.) **Confidentiality.** Buyer will treat the terms of this Agreement confidential for a period of three (3) years from Closing.

3. (a.) Closing. Consummation of the transaction contemplated by this Agreement ("Closing") shall take place by mutual execution of this Agreement by the parties on February 25, 2002.

(b.) Conveyance and Payment. At Closing, Buyer shall deliver to FHR the amount of _____ in immediately available funds and execute the attached (i) Sales Agreement and (ii) First Amendment to Agreement for Sale of Products, as the purchase price for the Property. The intent of such Agreements is for FHR to receive a total compensation of \$ _____ of which _____ is payable as stated above, and the balance of _____ is payable according to the terms of the Sales Agreement and Exhibit B, attached hereto. All of FHR's right, title, and interest to the Property, and any associated risks, shall pass to Buyer upon delivery of the Bill of Sale. Promptly after Closing, FHR will file the appropriate approvals/requests to transfer the domain name registrations and trademark registrations referenced in Exhibit A to Buyer.

(c.) Receipts/Credits.

(i.) Subject to the terms hereof (including, without limitation, the indemnification provisions hereof), all monies, proceeds, receivables, receipts, credits and income attributable to the Property (as determined in accordance with generally accepted accounting principles)

(A.) For all periods of time from and after the time of Closing, shall be the sole property and entitlement of Buyer, and, to the extent received by FHR, shall be promptly accounted for and transmitted by FHR to Buyer and

(B.) For all periods of time prior to the time of Closing, shall be the sole property and entitlement of FHR and, to the extent received by Buyer, shall be promptly accounted for and transmitted by Buyer to FHR

4. FHR's Representations and Warranties. FHR hereby represents and warrants to, and agrees with, Buyer as follows:

(a.) FHR is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Delaware, and is duly qualified to do business in Minnesota;

(b.) This transaction will not

(i.) Violate or conflict with any provision of its Certificate of Limited Partnership or other governing documents; or

(ii.) Violate or conflict with any applicable judgment, decree, order, permit, law, rule, or regulation;

(c.) FHR has all authority necessary to enter into and perform all obligations under this Agreement, and this Agreement is a legal, valid, binding obligation of FHR enforceable against FHR in accordance with its terms, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceedings therefor may be brought;

(d.) FHR warrants that it has valid registration rights to the Registered Domain Names referenced in Exhibit A;

(e.) FHR has clear title to the trademark registrations and applications therefore, FHR has not entered into any agreements, contracts or licenses that would impair its right to license the trademarks enumerated in Exhibit A as owned by it and FHR has no reason to believe that these trademarks used by FHR are, or are claimed to be, invalid;

(f.) FHR warrants that the financial information contained in the Racing fuels Proposal November 2001, attached hereto as Exhibit B, and the additional financial information regarding sales and margins is true, complete and correct in all material respects;

(g.) FHR warrants that during the last five years there have been no lawsuits, administrative proceedings, government investigations or arbitrations pending relating to the Property, or, to the actual knowledge of FHR, threatened against FHR relating to the Property;

(h.) Any claims by Buyer under subsections (d)-(g) of this Section 4 shall be waived unless made within one (1) year of the date of Closing;

5. Buyer's Representations and Warranties. Buyer hereby represents and warrants to, and agrees with, FHR as follows:

(a.) Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Minnesota, and is duly qualified to do business in Minnesota;

(b.) This transaction will not

- (i.) Violate or conflict with any provision of its Articles of Incorporation or other governing documents; or
- (ii.) Violate or conflict with any applicable judgment, decree, order, permit, law, rule, or regulation; and

(c.) Buyer has all authority necessary to enter into and perform all obligations under this Agreement, and this Agreement is a legal, valid, binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent

- (i.) such enforcement may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights, and
- (ii.) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceedings therefor may be brought.

6. Indemnification by FHR, Liabilities Limitation. From and after Closing, to the fullest extent permitted by law, FHR agrees to INDEMNIFY, DEFEND, AND HOLD Buyer and its affiliated and related entities, and their officers, directors, and employees (collectively referred to as "Buyer Indemnitees") harmless from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to reasonable attorneys' fees), and damages in connection with personal injuries, death, damage to property or the environment or violation or infringement of a patent, copyright, trademark or other intellectual property right of any

third party ("IP Right"), arising from a breach of any covenant, representation or warranty herein above, or arising from FHR's blending, advertising, marketing and sales of racing fuels known as Power 110 and Power 100 ("Racing Fuels") up to the date of Closing of this Agreement. Buyer further agrees that FHR's liability to Buyer for breach of any covenant, representation or warranty herein in this Agreement shall in no event exceed \$500,000.00

7. Indemnification by Buyer. Buyer recognizes that FHR has been involved in the blending, advertising, marketing and sales of the Racing Fuels. From and after Closing, to the fullest extent permitted by law, Buyer agrees to INDEMNIFY, DEFEND, AND HOLD FHR and its affiliated and related entities, and their officers, directors, and employees (collectively referred to as "FHR Indemnitees") harmless from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to reasonable attorneys' fees), and damages in connection with personal injuries, death, damage to property or the environment or violation or infringement of a patent, copyright, trademark or other intellectual property right of any third party, arising from or relating to:

- (i) Buyer's (or its successors' or assigns') blending, advertising, marketing and sales of the Racing Fuels after Closing, regardless of whether such post-Closing injuries/death/damage are caused by or arise from FHR Indemnitees' or third parties' pre-Closing Negligence/Fault relating to the design, invention or blending, of the Racing Fuels but excluding such post-Closing injuries/death/damage to the extent caused by FHR Indemnitees' Negligence/Fault that occurs after Closing.

8. Taxes; Fees. Buyer shall be responsible for all taxes and fees (including, but not limited to, transfer taxes, sales taxes, and recording fees), and related interest or penalties, associated with the purchase and sale of the Property other than FHR's income taxes.

9. Waiver. No waiver by either party of any breach or default of any of the terms and conditions contained in this Agreement shall be construed as a waiver of any subsequent breach or default whether of a like or different character.

10. Binding Agreement. This Agreement shall be binding and inure to the benefit of FHR and Buyer and their respective successors and assigns. No party shall assign any of its rights or obligations described in this Agreement without the prior written consent of the other party.

11. Entire Agreement. This Agreement and the Confidentiality Agreement dated November 2, 2001, constitute the entire agreement and understanding of the Parties with respect to the subject matter thereof, and supersede all prior and contemporaneous agreements, whether written or oral, between the Parties. This Agreement may not be modified or amended except by an instrument signed by the Party to be bound.

12. Duplicate Originals. This Agreement is executed in duplicate originals, with one original to be retained by FHR and one original to be retained by Buyer.

13. Survival of Provisions. The provisions contained in this Agreement, shall survive execution, delivery, and acceptance of the Special Warranty Deed and Bill of Sale and the Assignment

of Contracts and Permits contemplated in Paragraph 3 of this Agreement, and shall not be superseded by the provisions of such documents.

14. **Notices.** All notices required under this Agreement shall be deemed made when in writing and personally delivered, received by overnight mail, received by telecopy, or received by certified or registered mail, return receipt requested, to the following addresses:

To FHR –
Flint Hills Resources, LP
4111 East 37th Street North
P.O. Box 2917
Wichita, KS 67210-2917
FAX No. (316) 828-8245
Attention: Dave Robertson, President

To Buyer -
Lubrication Technologies, Inc.
900 Mendelsohn Avenue North
Golden Valley, MN 55427
FAX No. (763) 545-9256
Attention: Christian N. Bame, President

15. **No Partnership.** Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, association, trust, alliance, or employment relationship between FHR and Buyer.

16. **Brokers.** FHR represent and warrants to Buyer that FHR has not entered (directly or indirectly) into any agreement with any person or entity that provides for the payment of any commission, brokerage or "finder's fee" arising out of the transactions contemplated by this Agreement for which Buyer might have any liability or obligation. Buyer represent and warrants to FHR that Buyer has not entered (directly or indirectly) into any agreement with any person or entity that provides for the payment of any commission, brokerage or "finder's fee" arising out of the transactions contemplated by this Agreement for which FHR might have any liability or obligation.

17. **Costs.** Except as otherwise expressly provided for herein, each Party shall bear and pay its own costs and expenses (including, but not limited to, attorneys' fees) incurred in connection with negotiating and consummating this transaction.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement on the date first above written.

Flint Hills Resources, LP

By: [Signature] 448
Printed Name: Brad Razak
Title: Exec Supply & Marketing

Lubrication Technologies, Inc. ("Buyer")

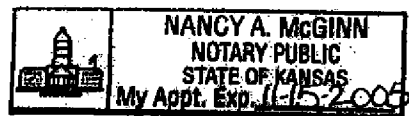
By: [Signature]
Printed Name: Christian A. Bame
Title: President

State of Kansas)
) ss.
County of Sedgewick)

This instrument was acknowledged before me on March 5, 2002 by Brad Razak, Executive Vice of Flint Hills Resources, LP, a Delaware limited partnership. President Supply & Marketing

[Signature]
Notary Public

My Commission expires: 11-15-2005



State of Minnesota)
) ss.
County of Hennepin)

This instrument was acknowledged before me on February 25, 2002 by Christian Bame, President of Lubrication Technologies, Inc, a(n) Minnesota corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires: 1-31-2005

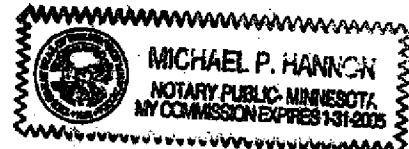


EXHIBIT A - Property

I. Domain Names Registered with Network Solutions:

- a) www.power110.com
- b) www.racingfuels.com

II. Trademarks:

- a) Power 110 Racing Fuel (logo design) – issued January 11, 2000, #2306780
- b) Power 100 Unleaded Racing Fuel (logo design – **APPLICATION PENDING**) – Trademark applied for October, 2001.