

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Joseph J. Berro

- 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 Bill of Sale
- Merger
- Change of Name

Execution Date: Executed February, 1997 to be effective March 1, 1997

2. Name and address of receiving party(ies):

Name: Industrial Custom Products, LLC

Internal Address: _____

Street Address: 2801 37th Avenue NE

City: Minneapolis State: MN Zip: 55421

- Individual(s) citizenship
- Association
- General Partnership
- Limited Liability Company Minnesota
- 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)

B. Trademark Registration No.(s)

1,510,049

Additional number(s) attached Yes No

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

Name: Kyle L. Elliott
Blackwell Sanders Peper Martin LLP

Internal Address: Suite 1200

Street Address: 9401 Indian Creek Parkway

City: Overland Park State: KS Zip: 66210

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41)..... \$ 40

- Enclosed
- Authorized to be charged to deposit account

If fee insufficient, please debit
8. Deposit account number: 11-0160

(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.

Kyle L. Elliott
Name of Person Signing


Signature

April 30, 2003
Date

Total number of pages including cover sheet, attachments and document

6

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

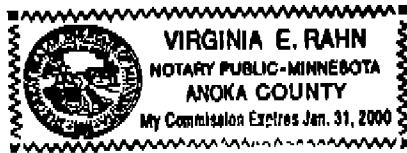
Joseph J. Berto

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

Virginia E. Rahn

Notary Public

636337



SCHEDULE 1.1(b)(i)

1. Holeshoot Products
2. Holeshoot Special

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

HERTO, 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 FIRM 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 E. SHARPER JR., EXAMINING ATTORNEY

Int. Cl.: 12

Prior U.S. Cl.: 19

United States Patent and Trademark Office **Reg. No. 1,510,049**
Registered Oct. 25, 1988

**TRADEMARK
PRINCIPAL REGISTER**

HOLESHOT SPECIAL

BERTO, JOSEPH J. (UNITED STATES CITI-
ZEN)
10607 WEST RIVER STREET
TRUCKEE, CA 95737

FIRST USE 10-0-1986; IN COMMERCE
3-1-1988.

SER. NO. 718,701, FILED 3-25-1988.

FOR: CLUTCH SPRINGS FOR LAND VEHI-
CLES. IN CLASS 12 (U.S. CL. 19).

GERARD ROGERS, EXAMINING ATTORNEY