

2003 SEP 22 PM 12:03

FINANCE SECTION

09-24-2003



102557367

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

RECORD TRADE

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

RE

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

1. Name of conveying party(ies): 9.22.03  
 Professional Specialties, Inc., a Minnesota corporation

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

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

2. Name and address of receiving party(ies)  
 Name: Mark Anderson  
 Internal Address: P.O. Box 39  
 Street Address: 303 South McKay Avenue  
 City: Spring Valley State: WI Zip: 54767

Individual(s) citizenship USA  
 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Asset Purchase Agreement

Execution Date: January 15, 1999

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
1,280,627

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Skinner and Associates  
 Internal Address: \_\_\_\_\_  
 Street Address: 212 Commercial Street  
 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.*

Joel D. Skinner, Jr.                      [Signature]                      September 11, 2003  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 11

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant/Registrant: Mark L. Anderson

Mark: BULLSEYE

Serial No./Registration No.: 418,603:7 1,280,627

Attorney Docket No.: GEN272TRA

---

POWER OF ATTORNEY

Assistant Commissioner For Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

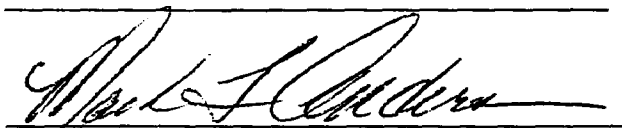
Applicant hereby revokes all prior powers of attorney, if any, and appoints **Joel D. Skinner, Jr. and Carol Nolan Skinner** of Skinner and Associates as its attorneys in the above-entitled application, with full power of substitution, association, and revocation, to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please direct all correspondence to the following Correspondence Address:

**Skinner and Associates  
212 Commercial Street  
Hudson, WI 54016**

**Tel. (715) 386-5800  
FAX (715) 386-6177**

APPLICANT/REGISTRANT

  
\_\_\_\_\_  
Dr. Mark L. Anderson

Dated: 01-29-'03

**ASSET PURCHASE AGREEMENT**  
**BETWEEN**  
**PROFESSIONAL SPECIALTIES, INC.**  
**AND**  
**MARK ANDERSON**

## TABLE OF CONTENTS

### Asset Purchase Agreement

Exhibit A	Assets Attachment to Exhibit A
Exhibit B	Bill of Sale Exhibit A to Exhibit B (Including Attachment to Exhibit A)
Exhibit C	Note
Exhibit D	Security Agreement
Exhibit E	Sales Representation Agreement
Exhibit F	Release

### Release

2. Purchase Price and Terms.

a. The total purchase price of the assets being conveyed to Buyer is Thirty-Five Thousand Dollars (\$35,000.00) plus the value of Inventory (at the cost the manufacturer sold it to Seller) as described herein.

b. Buyer shall pay Seller the purchase price in the following manner:

(i) \$35,000.00 to be paid in seven (7) monthly installments of \$5,000.00 of principal on the 15<sup>th</sup> day of every month commencing January 15, 1999 and continuing until June 15, 1999. All remaining amounts of purchase price and interest shall be paid on July 15, 1999. Buyer will execute a promissory note ("Note") as evidence of this debt in the form attached hereto as Exhibit C. To secure the payment of the Note, Buyer shall grant Seller a security interest in the Assets on the terms set forth in the Security Agreement in the form attached hereto as Exhibit D.

(ii) Buyer has paid \$7,448.82 in cash for inventory described on attachment to Exhibit A, payment for which is hereby acknowledged. In the event Seller, in its operation of the business in the ordinary course, disposes of some or all of the inventory described in the attachment to Exhibit A prior to the Closing Date, then Seller shall pay in cash to Buyer the value of such disposed inventory at the Closing. The value of the disposed inventory shall be the cost at which the manufacturer sold it to Seller.

3. Warranties, Representations and Covenants of the Seller. In addition to the warranties, representations and covenants of Seller contained elsewhere herein, Seller hereby warrants, represents and covenants to Buyer as follows:

- a. Seller has all requisite corporate power and authority to execute and deliver this Agreement and perform all of its obligations hereunder and no consent or approval of any other person, entity or governmental authority is required therefore. This Agreement is a valid and binding obligation of Seller and is fully enforceable against it in accordance with its terms and conditions.
- b. Seller is the owner of and has good and marketable title to the Assets and as of the Closing Date, there shall be no judgments, liens, security interests, or other encumbrances against any of the Assets.
- c. From the date of execution of this Agreement until the date of Closing, Seller shall operate and maintain the Business in the regular course, shall not violate the terms of any contract connected with the Business, shall not remove any of the

Assets (except as may be removed in the regular course of business) and generally, shall exercise its best efforts to maintain the goodwill of the Business.

- d. Buyer will rely on his inspection of the Assets before Closing. Accordingly, Buyer will accept the assets AS IS, without any warranty regarding their condition.
4. Representation and Warranty of Buyer. Buyer represents and warrants that he is not subject to any conditions or restriction that would prevent him from fully performing its obligations under this Agreement.
5. Indemnification.
  - a. Indemnification by Seller. Seller covenants and agrees to indemnify and hold Buyer harmless from any and all costs, liabilities, judgments, settlements, and other obligations of any nature whatsoever based upon or resulting from the breach or falsity of any representation or warranty made by Seller in this Agreement.
  - b. Indemnification by Buyer. Buyer covenants and agrees to indemnify and hold Seller harmless from any and all costs, liabilities, judgments, settlements, and other obligations of any nature whatsoever based upon or resulting from the breach or falsity of any representation or warranty made by Buyer in this Agreement.
6. Operation of Business Before Closing. Between the date hereof and the Closing Date, Seller and Buyer agree that:
  - a. Seller shall conduct its Business in the usual and ordinary course of business and consistent with Seller's past practices and prevent any material adverse change in the Assets and the Business.
  - b. Seller shall maintain in full force and effect existing insurance on the Assets. The proceeds from any insurance claim received by Seller between the date of this Agreement and the Closing Date shall be used to repair or replace the damage for which the claim was received, and, if not so used, shall be transferred to Buyer at the Closing Date or thereafter.
  - c. Seller shall not sell, lease, or dispose of any of the Assets except for immaterial dispositions in the ordinary course of business or except in connection with the replacement of such assets with assets of similar value and utility.

If to Buyer: Mark Anderson  
P.O. Box 39  
Spring Valley, WI 54767

- c. Entire Agreement. This Agreement, including the documents to be executed by the parties, contains the entire agreement of the parties with regard to the purchase of the Assets and supersedes all prior or contemporaneous agreements or understandings, oral or written, between the parties with respect to the Assets and the subject matter of this Agreement.
- d. Amendment. No purported amendment or modification of this Agreement or of any of the documents to be executed shall be effective unless in a writing signed by all of the parties.
- e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and permitted assigns. Buyer may not assign his rights or delegate his duties under this Agreement without the prior written consent of Seller.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Minnesota.
9. Expenses and Absence of Commissions. Buyer and Seller each agree to bear their own legal, accounting, and other expenses in connection with the preparation and consummation of this Agreement. The parties also acknowledge and warrant to the other that neither has incurred any liability for commissions, finder's fees, or similar claims in connection with this transaction.
10. Benefit of Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.
11. Legal Representation. Chandler and Mason, Ltd. is representing Seller in this transaction. Buyer acknowledges that he had an opportunity to obtain legal counsel regarding his rights under this Agreement.

IN WITNESS WHEREOF, the parties now duly sign and execute this Agreement.

1/16/99; 4:23PM;  
JAN. 15. 1999 4:26PM

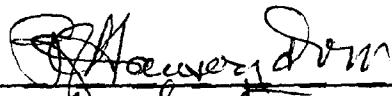
6122289237 => WorkCenter 250; #7  
CHANDLER MASON LTD

NO. 637 P. 7

**Signature Page to  
Asset Purchase Agreement  
Between Professional Specialties, Inc.  
and Mark Anderson**

**SELLER:**

**PROFESSIONAL SPECIALTIES, INC.**

By:   
Title: President



**Signature Page to  
Asset Purchase Agreement  
Between Professional Specialties, Inc.  
and Mark Anderson**

BUYER:



Mark Anderson

J:\clients\prof specialties\asset purch agree

1/16/99; 4:24PM;  
JAN. 15. 1999 4:26PM

6122289237 => WorkCenter 250; #9  
CHANDLER MASON LTD

NO. 637 P. 9

**EXHIBIT A**  
**ASSETS**

Pill Gun Mold  
Customer Account List  
Trademark - "Bullseye Pill Gun"  
Use of Dr. Hanson's name for advertising purposes  
Balance of Advertising Contracts  
Inventory (see attachment)  
Pamphlets and other literature concerning the Pill Gun