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To the Director of the U. S. Patent and Trademark Office

Attachments or the new address(es) below

5.17.07

1. Name of conveying party(ies):

The Wisconsin Cheeseman, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wayzata, Inc.

Internal

Address: Suite 200

Street Address: 1161 Wayzata Blvd. Suite 200

City: Wayzata

State: MN.

Country: USA Zip: 55391

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship USA MN.
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 1-26-07

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2610917

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
IC 035 US 100 101 102 G&S: mail order catalog services, mail order services, and computerized online ordering services via the internet, featuring nautical-themed gift items, decorative items for home and office, collectibles , novelty and candles.

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

Name: Patrick V. Johnson

Internal Address: 1515 One Financial Plaza

Street Address: 120 S. 6th St. Suite 1515

City: Mpls.

State: MN. Zip: 55402

Phone Number: 612-339-7566

Fax Number: 612-339-9055

Email Address: speeterjohnson@hotmail.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

5-10-07

Signature

Date

DBYRNE 00000238 2610917

40.00 Patrick V. Johnson  
Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/17/2007  
01 FC:0521

**EVERYTHING NAUTICAL  
ASSET PURCHASE AGREEMENT**

**THIS AGREEMENT** is made on January 26, 2007, by and between The Wisconsin Cheeseman, Inc., a Wisconsin business corporation, of 301 Broadway Drive, Sun Prairie, Wisconsin 53590 ("**Seller**"), and Wayzata, Inc. a Minnesota business corporation, of 1161 Wayzata Boulevard, Suite 20, Wayzata, Minnesota 55391 ("**Buyer**").

WHEREAS, Seller is in the business of distributing nautically themed gifts under a trade name division of its corporation called Everything Nautical (the "**Business**"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase certain assets, properties and intangibles of Seller pertaining to the Business, on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, Seller and Buyer agree as follows:

**1. PURCHASE OF ASSETS**

1.1 Assets to be Sold. Subject to the terms and conditions of this Agreement, and upon the representations and warranties made by each party, at the Effective Time (defined in Section 10) Seller will sell, transfer, assign, convey, and deliver to Buyer, and Buyer will purchase and acquire from Seller, the following Business assets and properties of Seller (the "**Assets**") as described in Exhibit A herein.

- (a) At the Closing Date, payment of the Purchase Price will be paid in full in cash at the Closing, by certified, bank cashier's check or by wire transfer into an account to specified by Seller to Buyer.

### 3. Assumption of Liabilities.

It is expressly acknowledged and agreed that Buyer shall not assume or be responsible for any obligations or liabilities of Seller of any kind or nature relating to Seller, to the Business, except that Buyer will assume any and all obligations or liabilities for the Assets first arising or occurring after the Effective Time and not involving the breach of representation or warranty of the Seller hereunder.

### 4. Representations and Warranties of Seller

Seller represents and warrants as follows:

4.1 Organization. Seller is a corporation duly organized and validly existing under the laws of the State of Wisconsin. Seller has the power to own its property and to carry on its business as and where it is now conducted. Seller has complete and unrestricted power to assign, transfer, convey, and deliver the Assets as contemplated by this Agreement. The transfer of the Assets as contemplated by this Agreement has been duly authorized and approved by the Board of Directors of Seller, and no other or further corporate approvals are necessary.

#### 4.2 Title to and Condition of Properties.

- (a) At closing, Seller will convey to Buyer, good and marketable title to all of the Assets, free and clear of all security interests, liens, pledges, charges, or encumbrances of any nature whatsoever.
- (b) To Seller's knowledge, the Assets utilized in the current and normal operation of the Business, are current and up-to-date and in good condition, subject only to potential changes in contact information of customers made without notice or knowledge of Seller. Seller makes no other warranties with respect to the condition or potential economic success with respect to the Assets that are the subject of this Agreement.

4.3 Intellectual Property. All intellectual property that is currently the property of Seller, and not subject to this Agreement, will remain the property of Seller.

4.4 Employment. No transfer of employment agreements is contemplated to be a part of this Agreement.

4.5 Transfer Fees. Seller will pay all sales or transfer taxes imposed, if applicable, with respect to the purchase and sale contemplated herein. Upon request of Seller, Buyer will provide sales tax exemption certificates as may be appropriate.

4.6 Non-Competition. For a period of three (3) years from and after the Effective Time, Seller will not develop a business unit or a brand dedicated to the marketing or sales of nautically themed products and décor. Nothing in the foregoing shall limit the rights of Seller to sell nautically themed products and décor, so long as said sales do not exceed ten (10%) of offerings for the brand or division through which they are offered for sale. Specifically, Seller may sell nautically themed products and décor inventory on hand as of the Effective Time through its remaining brands, channels or customer lists, but shall not sell such products under the brand name transferred herein.

**5. Representations and Warranties of Buyer.**

Buyer represents and warrants as follows:

5.1 Corporate. Buyer is a corporation duly organized and validly existing under the laws of the State of Minnesota. Buyer has the power to own its property and to carry on its business as and where such is now conducted. Buyer has complete and unrestricted power to perform this Agreement. The purchase of the Assets as contemplated by this Agreement has been duly authorized and approved by the Board of Directors of Buyer, and no other or further corporate approvals are necessary.

5.2 No Breach of Statute or Contract. Neither the execution and delivery of this Agreement nor compliance with the terms and provisions of this Agreement on the part of Buyer will breach any statute or regulation of any governmental authority or will, on the closing date, conflict with or result in a breach of any of the terms, conditions or provisions of any material agreement or instrument to which Buyer is a party, or by which it may be bound, or constitute a default thereunder.

**6. Conduct of the Seller's Business Pending Closing Date.**

6.1 Preservation of Assets. Seller shall use its best efforts to preserve for Buyer the present relationship with Seller's customers and others having business relations with it.

**7. Conditions Precedent to Buyer's Obligations.**

Each and every obligation of Buyer to be performed on the closing date shall be subject to the satisfaction prior thereto of the following conditions:

7.1 Representations and Warranties True at Transfer Date. The representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the closing date with the same effect as though such representations and warranties had been made or given on and as of the closing date.

7.2 Compliance with Agreement. Seller shall have performed and complied with all its obligations under this Agreement which are to be performed or complied with by it prior to or on the closing date.

7.3 Instruments of Transfer. Seller shall have delivered to Buyer at Closing, such Assets and documents, as shall be reasonably necessary to vest in Buyer good and marketable title to the Assets to be transferred to Buyer hereunder. In the case of the transfer of trademarks, domain names and internet stores (“**Intangible Property**”) Seller shall, upon the request of Buyer, cooperate with Buyer in any efforts by Buyer to obtain the transfer of Intangible Property and Seller shall execute appropriate documents supplied by Buyer, to effect the transfer of Intangible Property Assets to Buyer.

## 8. **Conditions Precedent to Seller’s Obligations.**

Each and every obligation of Seller to be performed on the closing date shall be subject to the satisfaction prior thereto of the following conditions:

8.1 Representations and Warranties True at Closing. Buyer’s representations and warranties contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made at and as of the closing date.

8.2 Compliance with Agreement. Buyer shall have performed and complied with its obligations under this Agreement, including without limitation full payment of the Purchase Price, which are to be performed or complied with by it prior to or on the Closing Date.

## 9. **Survival and Effect of Warranties, Representations and Covenants.**

9.1 The representations, warranties and covenants of both parties made to each other, as contained in this Agreement, shall survive the Closing date of this Agreement.

## 10. **Closing.**

The closing of this transaction (the “**Closing**”) shall take place on January 26, 2007, or at such other time and place, as the parties hereto shall agree. Such date is referred to in this Agreement as the “**Closing Date.**” The effective time of the transfer of the Assets will be as of 5:00 p.m., January 26, 2007 (“**Effective Time**”).

## 11. **Termination and Abandonment.**

This Agreement may be terminated and the transaction provided for by this Agreement may be abandoned at any time on or before the Closing Date under the following circumstances:

- 11.1 Mutual Consent. This Agreement may be terminated by the mutual consent of all of the parties, in which event no party shall have any further obligations or liabilities hereunder.
- 11.2 By Buyer. If any of the conditions provided for in Section 7 of this Agreement have not been met as of the Closing Date, and have not been waived in writing by Buyer, then Buyer may terminate this Agreement.
- 11.3 By Seller. If any of the conditions provided for in Section 8 of this Agreement have not been met as of the closing date, and have not been waived in writing by Seller, then Seller may terminate this Agreement.
- 11.4 Expenses. In the event of termination and abandonment by any party as provided in this Section 11, written notice shall be given to the other party, and each party shall pay its own expenses incident to preparation for the consummation of this Agreement and the transactions contemplated hereunder.

## 12. Miscellaneous.

- 12.1 Notice. Notices under this Agreement shall be deemed duly given when (a) personally delivered, (b) sent by electronic transmission, or (c) two (2) business days after mailing by first class mail to the party at the address first given above, or at such other address as may be indicated in writing from time to time.
- 12.2 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in a writing executed by all parties.
- 12.3 Governing Law. This Agreement is executed and has been delivered in Wisconsin, and shall be construed and enforced in accordance with the laws of the State of Wisconsin. The parties consent to the jurisdiction of the Dane County Circuit Court in Dane County, Wisconsin, with respect to any proceeding arising out of this Agreement.
- 12.4 Amendment. No term or provision of this Agreement may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.
- 12.5 Entire Agreement. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the parties on the subject matter hereof.
- 12.6 Assignment. No party may assign this Agreement or any obligation or interest herein without the express written consent of the other parties. Any attempted assignment without such consent shall be invalid, void, and of no effect.
- 12.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, and

permitted successors and assigns, and any corporate successors by merger or other corporate reorganization.

12.8 Public Information. No party will initiate any press conference, press release, or other public disclosure pertaining to this transaction without the prior consent and participation of the other party. Each party will use its best efforts to ensure that responses to media, press, or other third party inquiries are made only by authorized representatives designated by each party.

12.9 Further documents. Buyer and Seller agree to execute any and all other documents and to take such other action as may be necessary or desirable to carry out the terms hereof.

12.10 Best Efforts. Each of the parties will use its best efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement.

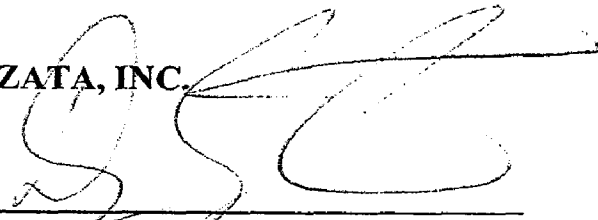
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed all as of the day and year first above written.

**THE WISCONSIN CHEESEMAN, INC.**

BY:   
James A. Berkenstadt

**ITS VICE PRESIDENT**

**WAYZATA, INC.**

BY:   
Dan Gustafson

**ITS PRESIDENT**

## EXHIBIT A

### Listing of Certain Assets

1. The internet domain name: everythingnautical.com
2. The Yahoo Store, Yahoo ID, Yahoo password, Yahoo email account and <http://store.yahoo.com/everythingnautical-phoneorders>.
3. A list of Everything Nautical's vendors
4. The contact name and telephone number for after hours answering service.
5. The Everything Nautical toll free telephone number: 888-211-4490 and 888-211-7935.
6. The inventory balance of all leftover Everything Nautical printed catalogs as of the Closing Date, to be shipped to Buyer.
7. The Everything Nautical Customer File, subject to the reservation, Buyer agrees that Seller continues to own the right, title and interest in and to its own proprietary direct mail Customer File ("**The Wisconsin Cheeseman Customer File**"), which may contain Customers common to the file Buyer is acquiring in this Agreement.
8. All digital files used to prepare the Everything Nautical catalog from the past twelve (12) months.
9. All digital files containing digital images of the Everything Nautical products used from the past twelve (12) months, in print quality size and format.
10. A listing of Everything Nautical's best selling products by sales revenue for the past twelve (12) months along with the corresponding product vendor.
11. The Everything Nautical® registered trademark and all documentation associated therewith such as the certificate, filing and use dates, drawings of the mark (if any) and registration number.
12. The original Everything Nautical graphic logo in Adobe Illustrator or Windows Meta file format.
13. All of Seller's goodwill in the Business.



**EXHIBIT B**  
**EXCLUDED ASSETS**

The following Assets are not contemplated as a part of this Agreement:

1. Seller's (finished or unfinished) inventory as of the Effective Time, including all inventory ordered in the ordinary course of business but not received as of the Effective Time.
2. Seller's trade accounts receivable as of the Effective Time.
3. Seller's tangible personal property and equipment as of the Effective Time, including, but not limited to, furniture, manufacturing equipment, supplies, and computers.
4. Seller's right, title and interest in unfulfilled orders from its customers as of the Effective Time.
5. Seller's know-how, processes, formulas and other tangible or intangible property pertaining to the Business.
6. Seller's right, title and interest in any contracts that it is, or becomes obligated to perform thereunder.
7. Seller's inventory of nautically themed products, packaging and labels.
8. Seller's computer systems, hardware, and media storage and retrieval systems.
9. Cash, certificates of deposit, or other cash items.
10. Real property, and Leasehold improvements.
11. Marketable securities and policies of life insurance.
12. Employee contracts with Seller's employees as of the Effective Date.
13. Causes of action, judgments, claims, and demands of whatever nature; and
14. Income Tax refunds.