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101402386

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Assistant Commissioner for Patents
Please find enclosed the attached original documents or copy thereof.

1. Name of conveying party(ies):
James W. Schiek, Sr.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: SCHIEK'S SPORTS, INC.
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Purchase Agreement
Execution Date: 7/9/92

Street Address: 683 North Main St., Suite E
City: Oshkosh State: WI Zip: 54901
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s).
B. Patent No(s).
6,053,883 5,046,488 5,086,758 5,152,037
5,316,022

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert C. Curfiss
Internal Address: Bracewell & Patterson, L.L.P.
Street Address: 711 Louisiana, Suite 2900
City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: 5
7. Total fee: (37 C.F.R. § 3.41) \$ 200.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-0259
(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.
Robert C. Curfiss
Robert C. Curfiss, Reg. No. 26,540
Date 6/18/00

Total number of pages including cover sheet, attachments and document: 16

07/12/2000 ASCOTT 00000287 6053883
01 FC:581 200.00 DP



PURCHASE OF SCHIEK FAMILY INTEREST

I. PARTIES:

A. SCHIEK'S SPORTS, INC., 683 North Main Street, Suite E, Oshkosh, Wisconsin 54901, hereinafter referred to as "Corporation."

B. JAMES W. SCHIEK, SR. and MARGARET M. SCHIEK, whose collective address for purposes of this Agreement shall be 1020 Winnebago Avenue, Oshkosh, Wisconsin 54901, hereinafter referred to as "Shareholders."

II. RECITALS:

A. At the present time the Shareholders

B. The Shareholders have agreed to sell their shares to the Corporation pursuant to the terms and conditions of this Agreement for a total purchase price

that the purchase of such shares by the Corporation shall terminate all of the interest of the Shareholders in the Corporation subject to the terms and conditions of this Agreement.

C. In view of the fact that JAMES W. SCHIEK, SR. is the President of the Corporation and has been most intimately involved with its business transactions, the Corporation is requesting disclosure of a substantial amount of information which may not be known or be available to the other Shareholders, officers and directors of the Corporation.

D. After the purchase of the Shareholders' interest in the Corporation the remaining Shareholders will be DANIEL E. WISSINK and CAROLE L. WISSINK; and that DANIEL E. WISSINK as the result of this transaction will be come the principal officer and Shareholder of the Corporation.

III. AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants

herein contained and other good and sufficient consideration,

IT IS AGREED as follows:

A. Recitals. The Recitals to this Agreement are incorporated herein by reference.

B. Sale of Common Stock. Shareholders hereby agree to sell to the Corporation all of the Shareholders' common stock holdings and interest in the Corporation price of

and that the Corporation in reliance of the representations, warranties and covenants of the Shareholders herein and subject to the terms and conditions of this Agreement shall purchase such shares from the Shareholders who shall apportion the sale proceeds between them in accordance with their shareholdings.

D. Closing. The closing of the sale under this Agreement shall take place in the offices of Yakes, Bauer & Kindt, S.C., 141 North Sawyer Street, Oshkosh, Wisconsin 54901 on July 10, 1992 at 2:00 P.M.

E. Payment of Purchase Price. The purchase price under this Agreement shall be paid as follows:

2.

If Corporation defaults in the payment of this portion of the purchase price which is not caused by JAMES W. SCHIEK, SR. breach of Paragraph N, Restrictive Covenant; then and in that event, the Shareholder, JAMES W. SCHIEK, SR. shall be

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(1) licensed to use the patents described in Exhibit C and
(2) be free of the Restrictive Covenants contained in
Paragraph N of this Agreement and authorized to compete
with Corporation in the manufacture and sale of support
belts and water skiing harnesses to all business sectors.

3.

1.

G. Representations of Shareholders. The Shareholders
represent, warrant and agree as follows:

1. Stock Ownership. The Shareholders are owners of
the shares attributable to them under this Agreement, free
and clear of any liens and encumbrances.

2. Financial Disclosures. The Shareholders have
disclosed to the Corporation all obligations known to the
Shareholders which are due and owing by the Corporation to
third parties and that to the best of Shareholders'
knowledge, said obligations are set forth in Exhibit A
attached hereto as of the date of that exhibit; and that no
other obligations of the corporation will be incurred by
Shareholders from the date of that exhibit to the date of
closing which have not been disclosed by Shareholders to
the other officers of the Corporation and their approval
obtained in the ordinary course of the business of the
Corporation. It is understood that MR. JAMES W. SCHIEK,
SR. is the President of the Corporation and has been
involved in the affairs of the Corporation. The June 30,
1992 financial statement shall be Exhibit A if available at
closing and, if not, the financial disclosure under this
paragraph shall be set forth on the financial statement of
the Corporation for May 31, 1992.

3. Absence of Undisclosed Liabilities. Except to the
extent reflected or reserved against in the Corporation's
most recent balance sheet as prepared and submitted to the
Corporation by its accountants, the Shareholders are aware

of no liabilities of any nature, whether accrued, absolute, contingent or otherwise, which has not been disclosed to DANIEL E. WISSINK and consented to prior to the closing of this transaction. The Shareholders represent and warrant that they do not have knowledge or reasonable grounds to know of any basis of any liability of any nature which has not been fully reflected or reserved against in the most recent financial statements of the Corporation or which have not been disclosed to DANIEL E. WISSINK and his consent obtained prior to the closing of this transaction.

4. Title to Properties. The Corporation has good and marketable title to all of the assets of the Corporation including those reflected on the most recent financial statements of the Corporation subject only to obligations which are set forth on the most recent financial statement of the Corporation or which have been disclosed to Daniel E. Wissink and his consent obtained prior to the closing of this transaction.

6. Lease. The Lease for the Corporation's present existing facility is in full force and effect and that no grounds exist to the best of the Shareholders' knowledge which could cause this Lease to be terminated by the Lessor thereof due to any default by the Corporation under the Lease Agreement.

7. Accounts Receivable. The Shareholders have no information which has not been disclosed to the other officers of the Corporation concerning the validity or collectibility of any of the Accounts Receivable of the Corporation; and that Shareholders know of no dispute or condition which has not been disclosed to their officers of the Corporation which would result in the uncollectibility of any of said Accounts Receivable of the Corporation.

8. Access to Information. The Shareholders shall cause a full and complete disclosure of all information within their possession involving Corporation's business to the other officers of the Corporation including a full and complete disclosure of the status of all patents, patents pending, proposals for improvements of patents, proposals for additional patent work, all trade secrets and confidential information of the Corporation and all

financial information and other relevant financial information of the Corporation which shall be turned over and disclosed to DANIEL E. WISSINK as may be requested and prior to the closing of this transaction. In addition, the Shareholders agree that after the closing of this transaction they will fully cooperate with the Corporation and the officers thereof disclosing disclosure, information and assistance in regard to the subject matter of this subparagraph.

I. Transfer of Capital Stock. At the closing each of the Shareholders shall deliver to the Corporation, free and clear of all liens and encumbrances, certificates for the shares of the Corporation sold under this Agreement, duly endorsed by said Shareholders so that the same may be cancelled upon the books of the Corporation.

J. Conduct of Business Pending Closing. The Shareholders covenant and agree that pending the closing of this transaction:

1. The Corporation's business will be conducted only in the ordinary course of business.

2. The Shareholders will take no action or implement any policy change on behalf of the Corporation without the consent of the other officers of the Corporation or in compliance of the Shareholders' Agreement between the various Shareholders of the Corporation.

3. The Shareholders will cooperate in the transition between the execution of this Agreement and the closing of the transaction and obtain the cooperation of other employees of the Corporation in this transition.

K. Requirements at Closing. At the closing the Shareholders shall provide:

2. The Shareholders shall present to the Corporation the stock certificates for the shares held by said Shareholders in the Corporation duly endorsed and free and clear of all liens and encumbrances so that the same may be cancelled upon the books of the Corporation.

3. The Shareholders shall deliver to the other officers of the Corporation all information requested by the Corporation concerning corporate documents, patents, patents pending, trade secrets or confidential information as provided in this Agreement.

L. Patents. It is understood by the parties hereto that the purchase price as provided herein is based upon all of the patents of the Corporation described in Exhibit C, attached hereto and made a part hereof. The Shareholders hereby represent and covenant that all of the patents described in Exhibit C are owned by and are the property of the Corporation and that no other party has any interest in said patents.

P. Corporate Name. Further, the Corporation shall have the right to copyright or otherwise register the corporate name and to utilize the present name of the Corporation for all of its products and in full exploitation of the market for those products.

have an interest (provided that said business entity is not in competition with Corporation and provided under Paragraph N, above).

S. Survival of Representations. The representations, warranties, covenants of the parties hereto shall not be discharged or dissolved by the closing of this transaction but shall remain in full force and effect thereafter.

T. Confidentiality. The parties hereto agree that all aspects of this transaction shall remain confidential and that the parties shall not disclose the contents or subject matter of these negotiations or this Agreement to any third party without the consent of the other party hereto; except that the Shareholders may disclose the contents of this Agreement to members of their respective immediate families and the Corporation may disclose the contents thereof to its key management employees; and that the parties further agree not to make adverse comments or references to the other party concerning the business relationship between the parties or any officers thereof, each of the parties understanding that such comments could have an adverse effect upon the other party and cause damages thereto.

U. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors in interest and may not be modified or amended without written agreement executed by the parties hereto.

W. Mutual Representation. JAMES W. SCHIEK, SR. and DANIEL E. WISSINK mutually agree, warrant and represent that

they have not withheld information in the possession of either of them from the other which would materially affect the value of the corporate stock of the Corporation which is being purchased by the Corporation from the Shareholders under this Agreement.

Y. Information Provided. The Shareholder, JAMES W. SCHIEK, SR. shall cooperate with the Corporation for the issuance of any patent applied for at the time of the closing of this transaction and the protection of the patents described in Exhibit C to this Agreement; and to provide the Corporation with such information as it may request in regard to the business activities of the Corporation, particularly those set forth in Exhibit D attached hereto and made a part hereof. If the requested information is furnished at closing, the Corporation shall waive the requirement.

Dated this 9th day of July, 1992.

SCHIEK'S SPORTS, INC.

By: Daniel E. Wissink Vice President
DANIEL E. WISSINK, Vice
President

James W. Schiek 7/9/92
JAMES W. SCHIEK, SR.

Margaret M. Schiek 7/9/92
MARGARET M. SCHIEK

Daniel E. Wissink
DANIEL E. WISSINK,
individually as the Agreement
may apply to said party.

1992 INCOME STATEMENT - SCHIEK'S SPORTS
JUNE % OF SALES YTD

% OF SALES

EXHIBIT A
PATENT

EXHIBIT B

PATENT

REEL: 010901 FRAME: 0096

EXHIBIT C

PATENTS OF CORPORATION

1. U.S. Patent No. 5,046,488 issued September 10, 1991.
2. U.S. Patent No. 5086758 issued February 11, 1992.
3. Patent Pending for support and utility belt as described in Application for Patent dated July 11, 1991, Attorney's docket No. C.8451-3 under Serial No. 07/728,742, filed on July 21, 1991.
4. The exclusive use for support belts of a one-way velcro hook and loop device for which application will be made and the ownership of which will be in JAMES W. SCHIEK, SR. All uses other than for support belts may be used by either the Corporation or JAMES W. SCHIEK, SR.

EXHIBIT C

PATENT

REEL: 010901 FRAME: 0097



MEMO:

TO: James W. Schiek

FROM: Daniel E. Wissink

DATE: June 9, 1992

683 N. MAIN ST., SUITE E
P.O. BOX 3032
OSHKOSH, WI 54903

Schiek's Sports, Inc.

EXHIBIT

D

PATENT

REEL: 010901 FRAME: 0098

(414) 426-25
FAX (414) 426-25
1-800-772-44

Sincerely,

Daniel E. Wissink

cc. Attorney Russell J. Reff
Attorney Gary R. Yakes