

Form PTO-1595 (Rev. 10/02) **RECORDATION FORM COVER SHEET PATENTS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Instep, LLC

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

2. Name and address of receiving party(ies)
 Name: Pacific Cycle, LLC
 Internal Address: _____
 Street Address: 4902 Hammersley Rd
 City: Madison State: WI Zip: 53711

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: 9/8/2004

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) 6035466
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Shelley Kemp
 Internal Address: _____
 Street Address: 4902 Hammersley Rd
 City: Madison State: WI Zip: 53711

6. Total number of applications and patents involved:
 7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Shelley Kemp _____ September 8, 2004
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and documents: 4

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

OP \$40.00 6035466

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of March 14, 2003, by and among Pacific Cycle, LLC, a Delaware limited liability company ("**Pacific**"), InSTEP LLC, a Minnesota limited liability company ("**InStep**" or the "**Company**"), Norwest Equity Partners VI, LP, a Minnesota limited liability partnership ("**Norwest**"), InSTEP, Inc., a Minnesota corporation ("**INC**") and each of the other Persons signing the signature pages under the caption "**Members**" (collectively, together with Norwest and INC, the "**Members**"). Pacific, the Company and the Members are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Company is in the business of marketing, distributing and selling jogging strollers, traditional strollers, bicycle trailers, outdoor sporting products and home living products (the "**Business**").

B. The Members, either directly or through their ownership of InSTEP, Inc., own all of the issued and outstanding membership interests of the Company (the "**Membership Interests**") and desire to sell to Pacific, and Pacific desires to acquire from the Members, all of the Membership Interests, upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS

"**Adverse Consequences**" means any and all demands, claims, corrective actions, investigations, fines, penalties, injunctions, judgments, orders, decrees, payments, obligations, actions or causes of action, assessments, losses, liabilities, damages (but excluding incidental, special, consequential, exemplary and punitive damages), costs and expenses, that are suffered, sustained, paid or incurred, including without limitation any legal or other expenses reasonably incurred in connection with investigating or defending any claims or actions and all amounts paid in settlement of claims or actions in accordance with Section 4.3 hereof. The amount of any Adverse Consequence for which indemnification is provided under Article 4 shall be net of any amounts actually recovered by the Acquiring Parties under insurance policies with respect thereto (and thus any such amounts shall not be included in calculating the Basket set forth in Section 4.3(c)(i)), and shall be (i) increased to take account of any net tax costs actually recognized by the Acquiring Parties arising from the receipt of indemnity payments hereunder (grossed up for such increase) and (ii) reduced to take the then present value of any net tax benefit (including as a result of any basis adjustment) to the Acquiring Parties reasonably and in good faith determined by the Acquiring Parties to have arisen from or relate to any such Adverse Consequence.

FOLDABLE COMPACT MOLDED STROLLER AND TRAILER WITH FLEXIBLE HITCH	Serial No. 08/629,727; filed April 9, 1996 (continuation-in-part of Serial No. 29/049,108, filed January 17, 1996, which is a continuation-in- part of Serial No. 08/114,783, filed August 30, 1993	Patent No. 6,056,306; dated May 2, 2000	Issued U.S. Patent
FOLDING STROLLER WITH SWIVELING FRONT WHEEL	Serial No. 56,326; filed June 26, 1996	Patent No. D385,514; dated October 28, 1997	Issued U.S. Design Patent
FOLDING CHILD STROLLER AND FRAME CARRIER	Serial No. 29/092,819; filed August 27, 1998	Patent No. D408,355; dated April 20, 1999	Issued U.S. Design Patent
COLLAPSIBLE BABY BED	Serial No. 09/169,412; filed October 9, 1998	Patent No. 6,035,466; dated March 14, 2000	Issued U.S. Patent;
COLLAPSIBLE BABY BED	Serial No. 09/524,226; filed March 13, 2000 (continuation of Serial No. 09/169,412, filed October 9, 1998)	Patent No. 6,185,762; dated February 13, 2001	Issued U.S. Patent
FOLDING CHILD STROLLER AND FRAME CARRIER	Serial No. 09/209,034; filed December 10, 1998	Patent No. 6,155,579; dated December 5, 2000	Issued U.S. Patent
FOLDING FRAME CHILD CARRIER ¹	Serial No. 09/268,008; filed March 15, 1999	Patent No. 6,158,641; dated December 12, 2000	Issued U.S. Patent
BICYCLE TOWING BRACKET	Serial No. 09/799,293; filed March 5, 2001	Patent No. 6,443,472; dated September 3, 2002	Issued U.S. Patent
COMPACT FOLDING TRAILER	Serial No. 09/974,487; filed October 9, 2001	N/A	U.S. patent application; under examination
HAND-PROPELLED GOLF BAG CART	Serial No. 29/157,305; filed March 13, 2002	Patent No. D468,510; dated January 7, 2003	Issued U.S. Design Patent
HAND-PROPELLED GOLF BAG CART	Serial No. 10/112,492; filed March 28, 2002	N/A	U.S. patent application; under examination

¹ As discussed below in part (ii), the Company appears to have a current obligation to assign this patent back to the original owner.