



HEET

103228241

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
DOINK, INC.  
*f/27/06*  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Alpine Cruzar Enterprises, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 5921 Jellico Avenue  
City: Encino  
State: California  
Country: U.S.A. Zip: 91316  
Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) April 18, 2006  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s)  
B. Patent No.(s)  
6,007,101  
6,220,631  
Additional numbers attached?  Yes  No

**6. Total number of applications and patents involved:** 2

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Peter E. Heuser  
Internal Address: Kolisch Hartwell, P.C.  
Street Address: 520 S.W. Yamhill Street, Suite 200  
City: Portland  
State: Oregon Zip: 97204  
Phone Number: (503) 224-6655  
Fax Number: (503) 295-6679  
Email Address: heuser@khpattent.com

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 65.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** *[Signature]*  
Signature  
Peter E. Heuser  
Name of Person Signing

April 25, 2006  
Date  
Total number of pages including cover sheet, attachments, and documents: 7

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the 18th day of April 2006 by and between ALPINE CRUZER ENTERPRISES, INC., a California Corporation, having its principle place of business in Encino, California (hereinafter referred to as "ACE") on the one hand and DOINK, INC. a California Corporation, having its principle place of business in Thousand Oaks, California ("DOINK"), JOHN C. PRITCHARD and LIZLOTT PRITCHARD (collectively referred to as the "PRITCHARDS") (DOINK and the PRITCHARDS shall jointly be referred to as the "Sellers") on the other hand with reference to the following:

A. DOINK, is the sole and exclusive owner of the following intellectual property:

1. U.S. Patent No. 6,007,101 for a STABILIZING SKEG DEVICE, issued on December 28, 1999 ("Patent 1");
2. U.S. Patent No. 6,220,631 for a STABILIZING SKEG DEVICE, issued on April 24, 2001 ("Patent 2"); and
3. U.S. Trademark Reg. No. 2,702,772 for the mark "SKEG EDGE", registered on April 1, 2003 (the "Trademark").

B. The PRITCHARDS are the sole and exclusive owners of the following intellectual property:

1. European Patent No. 1,019,157 for a STABILIZING SKEG DEVICE, issued on January 11, 2006 ("Patent 3"); and
2. Canadian Patent Application Serial No. 2,302,384 for a STABILIZING SKEG DEVICE, filed on September 23, 1998 ("Patent 4").

C. For purposes of this Agreement, Patent 1, Patent 2, Patent 3, any Patents Pending, and the Trademark shall collectively be referred to as the "IT").

D. The Sellers desire to sell all of the IT and ACE desires to purchase the IT pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For the consideration set forth in paragraph 3 below, Sellers do hereby sell, assign, and transfer to ACE their respective full and exclusive right, title, and interest in and to: (a) all of the IT along with the goodwill associated therewith in the United States and its territorial possessions and in all foreign countries; (b) any and all Letters Patents and trademarks that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries; (c) any and all divisions, continuations, reissues, substitutions, and extensions thereof; and (d) any pre-existing causes of action for patent or trademark infringement that exist or may exist relating to any and all of the IT.

2. The Sellers hereby authorize and request the Patent and Trademark Office officials in the United States and any and all foreign countries to issue any and all of said Letters Patents, when granted, to ACE as the assignee of all of the Sellers' right, title and interest in and to the IT, for the sole use of ACE and its successors and assigns.

3. In consideration for the sale of the IT, ACE shall pay the PRITCHARDS \$1.00 plus an amount equal to Ten percent (10%) of net profits yielded to ACE that utilizes any of the IT.

(a) Net profits shall be defined as the balance of income remaining after all expenses directly related to the IT have been deducted including expenses paid to date in the amount of \$16,571.32. No personal equipment or personal travel expenses shall be included as an expense to be deducted from profits.

(b) ACE shall pay the PRITCHARDS by the tenth (10<sup>th</sup>) day after the end of

each quarter for amounts earned during the previous quarter. Therefore, such payments shall be due as follows:

- (i) April 10 (for amounts earned January 1 to March 31);
  - (ii) July 10 (for April 1 to June 30);
  - (iii) October 10 (for July 1 to September 30);
  - (iv) January 10 (for October 1 to December 31).
- (c) Amounts due to the PRITCHARDS shall be deemed earned by the PRITCHARDS upon ACE's receipt of payment.

4. This Agreement is effective beginning as of the date set forth above and shall remain in effect for as long as ACE utilizes any of the IT and any and all divisions, continuations, reissues, substitutions, and extensions thereof in any of its products.

5. Further, Sellers hereby represent and warrant that at the time of execution and delivery of IT, that they are the sole and lawful owner of the entire right, title, and interest in and to the IT, that the same are unencumbered, and that they have the good and full right and lawful authority to sell and convey the same in the manner herein set forth.

6. (a) The parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration. Mediation fees, if any, shall be divided equally among the parties. If any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action.

(b) Any dispute or controversy arising out of, or in relation to, this Agreement which cannot be settled by the parties or their legal representatives after mediation shall be determined and settled by binding arbitration pursuant to the commercial rules of the American Arbitration Association held in Los Angeles county, California. Any award rendered therein shall be final and binding upon each and all the parties and their successors-in-interest, and judgment thereon may be entered in any court of competent jurisdiction. The cost of such proceeding shall be paid by the party instigating the arbitration, unless such party is declared by

such arbitrator to be substantially successful in securing the award or determination sought by it in said proceeding, in which latter event, the cost of such proceeding shall be paid by the unsuccessful party, together with such substantially successful party's reasonable attorneys fees and costs.

7. No amendment, change or modification of this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the parties affected by it. No representations, warranties, or promises have been made or relied on by any signatory hereto other than as set forth herein. Each party hereto acknowledges that no other party and no other agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, which is not expressly contained or referenced in this Agreement. This Agreement supersedes and controls any and all prior communications among the parties and their representatives relative to the matters herein.

8. Each of the parties shall promptly and in good faith execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of his, her or its obligations under this Agreement, in order to carry out the intent and purpose of this Agreement. In reference thereto, the Sellers agree that they will communicate to ACE, or its representatives, any facts known to them respecting the IT, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, substitution, and extension applications, execute all necessary assignment papers to cause said Letters Patents to be issued to ACE, make all rightful oaths, and generally do everything possible to aid ACE, and its successors and assigns, to obtain and enforce proper protection for the IT in the United States and in any and all foreign countries.

9. Each individual executing this Agreement in a representative capacity represents and warrants that he, she or it is empowered to do so.

10. This Agreement, its interpretation, performance and enforcement, any and all disputes related in any way to it, and all other matters related in any way to it, shall be governed by the laws of the State of California.

Doink.Salc.Agrt

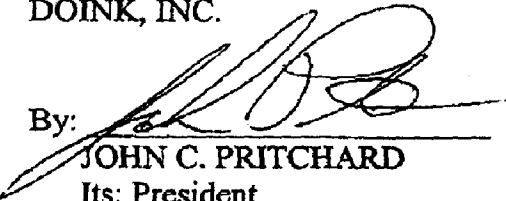
11. This Agreement may be executed by way of identical counterparts, so that there is at least one identical counterpart signed by each party.

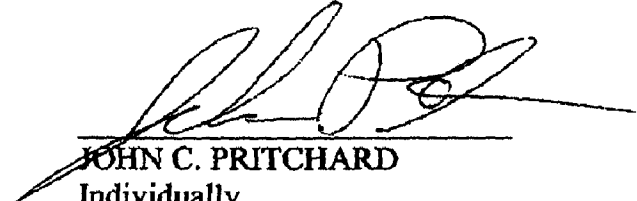
12. Each of the terms and representations of this Agreement is binding upon each of the signatories hereto and is binding upon and shall inure to the benefit of their respective predecessors, successors, heirs, transferees, assigns, representatives, and agents.

IN TESTIMONY WHEREOF, the undersigned have executed this Agreement as of the date set forth above

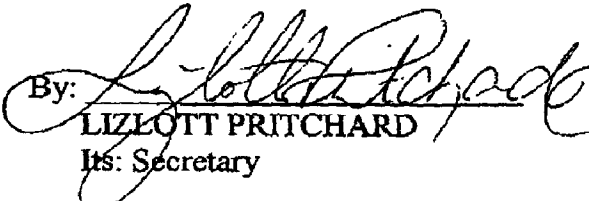
DOINK, INC.

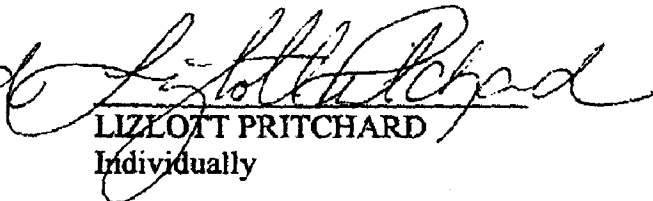
By:

  
JOHN C. PRITCHARD  
Its: President

  
JOHN C. PRITCHARD  
Individually

By:

  
LIZLOTT PRITCHARD  
Its: Secretary


  
LIZLOTT PRITCHARD  
Individually

ALPINE CRUZER ENTERPRISES, INC.

By:

 4/18/06  
DANIEL HERSHMAN  
President

By:

 4/18/06  
LORI ROSS HERSHMAN  
Chief Executive Officer

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RECORDED: 04/27/2006

PATENT  
REEL: 017811 FRAME: 0872