

Form PTO-1595 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Rena Wells

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

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

Execution Date(s) October 4, 2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Asset Purchase Agreement

2. Name and address of receiving party(ies)

Name: Mark L. Anderson

Internal Address: _____

Street Address: 212 South McKay Ave.

City: Spring Valley

State: Wisconsin

Country: USA Zip: 54767-0039

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,851,111 ; 5,799,617 ; 6,062,172

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Joel D. Skinner, Jr.

Internal Address: _____

Street Address: 212 Commercial Street

City: Hudson

State: WI Zip: 54016

Phone Number: 715-386-5800

Fax Number: 715-386-6177

Email Address: _____

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- ☒ 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

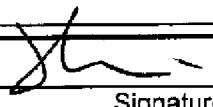
a. Credit Card Last 4 Numbers 5321

Expiration Date 02/2011

b. Deposit Account Number 19-2381

Authorized User Name Joel D. Skinner

9. Signature:


Signature

2-7-07

Date

Joel D. Skinner, Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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, V.A. 22313-1450

OP \$120.00 5851111

PATENT

ASSET PURCHASE AGREEMENT

This Agreement is an asset purchase agreement made and entered into as of the date indicated below, by and between **MARK L. ANDERSON, D.V.M.** ("Buyer"), an individual, and and **RENA WELLS** ("Wells" or "Seller"), an individual and the sole owner of **EQUINE DENTAL INSTRUMENTS** ("Company"), a Nevada sole proprietorship.

RECITALS

WHEREAS, Wells is the Owner of the Company, owning One Hundred Percent (100%) of the assets of the Company; and

WHEREAS, the Company is in the business of marketing and selling equine dental instruments and products, currently operating as such and doing business in Nevada; and

WHEREAS, the Buyer wishes to purchase and the Seller wishes to sell the assets of the Company as set forth in this Agreement, as well as certain Intellectual Property owned by Seller;

Now, therefore, in consideration of the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1. Sale of Company/Seller Assets. On the terms and subject to the conditions set forth herein, Seller shall convey, assign and deliver to Buyer, and Buyer shall purchase One Hundred Percent (100%) of the assets of the EDI Company. The Assets shall include but shall not be limited to the following:

(a) All accounts receivable arising out of sales which have occurred in the conduct of the Company prior to the closing date (the "A/R");

(b) All work-in-process, finished work, deliverables, inventory, materials in final form and/or in process, at the place of business of Company, including but not limited to all rights of the Seller against all suppliers (the "Inventory");

(c) Those certain contracts, guarantees, leases and agreements to which the Seller is a party specifically set forth in Exhibit A (the "Assigned Contracts");

(d) All interests of the Seller in the following Intellectual Property: (1) U.S. Patent # 5,851,111, entitled Reciprocating Floats; (2) U.S. Patent # 6,062,172, entitled Equine Head Support; and (3) U.S. Patent # 5,799,617, entitled Equine Head Support (the "Intellectual Property");

(e) The Company name, goodwill, intellectual property other than that identified in Article I.I.d. of this Agreement, and general intangibles;

- (f) All telephone and fax numbers utilized in connection with the Business;
- (g) All rights of the Seller under any warranty or guarantee by any manufacturer, supplier or other transferor of the Assets;
- (h) All sales records, purchase records, customer lists, supplier lists, advertising and promotional materials, vendor records and information, production records and other records relating to the Company or the Assets;
- (i) All customer lists, customer contracts or other customer relationships; and
- (j) The Seller's rights in and to any Internet Web site locations and/or Internet domains associated with the Company.

The Assets will be transferred by the Seller to Buyer in accordance with this Agreement with all required consents of any and all third parties free and clear of all liens, restrictions, security interests or encumbrances.

2. Purchase Price, Payment, and Adjustments. The total purchase price to be paid to the Seller for the Assets (hereinafter referred to as the "Purchase Price") shall be equal to a maximum of Ninety Thousand Dollars (\$90,000.00), subject to adjustments set forth in this Paragraph 2 below:

- i. Immediately prior to the Closing, Seller shall allow Buyer to inspect the Seller's inventory (the "Inventory") to confirm such Inventory be valued according to the allocation listed in paragraph 4. At the Closing, and after Buyer's inspection to its satisfaction of the Inventory, such Inventory shall be reduced prior to payment, and on a dollar-for-dollar basis, to the extent the value of the Inventory does not meet said allocation.
- ii. Seller shall retain any and all cash assets of the Company existing at the time of closing of this sale. The total sum of said cash assets shall be deducted from the total purchase price that Buyer shall pay Seller at closing.
- iii. Buyer shall assume any and all Company Accounts Payable existing at the time of closing of this sale, said Accounts Payable are attached as Exhibit B and incorporated by reference into this Agreement. The total sum of Accounts Payable assumed by Buyer shall be deducted from the total purchase price that Buyer shall pay Seller at closing. Accounts Payable already paid or currently existing for prepaid expenses such as exhibit fees will also be reimbursed to Seller.
- iv. At closing Buyer shall pay Seller the balance remaining after subtracting from the Ninety Thousand Dollar (\$90,000.00) purchase price (a) any inventory value adjustment under Article 1.2.i. of this Agreement; (b) the sum equal to the cash assets Seller retains under Article 1.2.ii. of this

Agreement, and (c) the sum equal to the Accounts Payable Buyer assumes under Article 1.2.iii. of this Agreement.

3. Additional Consideration. As and for additional consideration, Buyer shall pay Seller a revenue fee in an amount equal to Five Percent (5%) of the gross sales generated by Buyer of any products identified in Article I Paragraph 1d. Said payment shall continue as to each patent until the expiration of the licensed patent rights and shall be paid quarterly, within twenty (20) days after the end of each quarter.

4. Allocation. The purchase price shall be allocated for all purposes, including income tax reporting purposes, as follows:

Class 1. Cash in the amount of \$ 3,141.26

Class II. Securities and Stocks: none

Class III. Accounts Receivable valued at \$ 9,591.18.

Class IV. All current inventory of finished goods, components, and materials valued at \$ 53,599.95.

Class V. Other: none

Class VI. General intangibles, including all Intellectual Property to include the three patents, as set forth in Article 1.1.d of this Agreement, company name, phone and fax numbers, web site, customer lists, trademark and copyright rights, valued at \$15,933.50.

Class VII. Goodwill, valued at \$ 7,734.11.

5. Closing. The closing of the transaction described in this Agreement shall be on the date this Agreement is executed by all parties, or at such other time and place as the parties may agree to in writing, but no later than October 15, 2005.

ARTICLE II

REPRESENTATIONS BY SELLER

1. Representations By Seller For Company. Seller represents and warrants that she is the sole owner of the assets of the Company to be sold; that the assets are free and clear of any encumbrances, liens, charges or assessments of any nature; that she has the full power, right, authorization, and approval required by law to sell, assign, and transfer the Company Assets to the Buyer.

2. Representations By Seller Related To Liabilities. Seller represents and warrants that all taxes and other obligations of the Company are paid in full unless otherwise disclosed

and except the ordinary expenses of operation; and that all tax returns have been timely filed and filed in accordance with the applicable laws of the taxing jurisdiction. Seller represents and warrants that the Company has no debt and no outstanding payables at the execution of this Agreement, except as previously disclosed to Buyer and documented on Exhibit A. Seller agrees to indemnify and hold harmless Buyer from any loss, including reasonable attorney's fees and costs of defense, in the event that a claim is asserted against the Company or Buyer, arising or allegedly arising prior to the date of closing.

3. Title to Tangible Personal Property, Inventory and Company Assets. Seller represents and warrants that the Seller or Company has good and marketable title to, or a valid leasehold interest in, all of the Company's Tangible Personal Property, Inventory and Capital Assets, free and clear of all Liens and defects. All of the Tangible Personal Property, Inventory and Capital Assets owned by the Company or Seller are listed on Exhibit C attached and incorporated by reference to this Agreement.

4. Litigation and Products Liability. Seller represents and warrants that (i) there is no litigation pending or, to Sellers' knowledge, threatened, and there is no investigation pending or, to Sellers' knowledge, threatened, by or before any Governmental Authority or private arbitration tribunal against the Company, (ii) to Sellers' Knowledge, there is no basis for any potential litigation or any investigation by or before any Governmental Authority or private arbitration tribunal against the Company, and (iii) there is not in existence any Judgment requiring the Company to take any action of any kind with respect to the operation of the Company, or to which the Company or the Company's assets are subject or by which they are bound or affected.

5. Books and Records. The Books and Records, all of which have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices. At the Closing, all of the Books and Records will be in the possession of the Company.

ARTICLE III ADDITIONAL PROVISIONS

1. Bulk Transfer Law. The parties hereby waive compliance with the bulk sales act or comparable statutory provisions of each applicable jurisdiction. The Seller shall indemnify Buyer and his employees, agents and affiliates in respect of, and hold each of them harmless from and against, any and all claims, liabilities, costs, or losses suffered, occurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to the failure of either of the parties to comply with the terms of any such provisions applicable to the transactions contemplated by this Agreement.

2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, successors, transferees, and assigns.

3. Amendments. This Agreement may only be amended or modified in writing by all of the parties hereto or their successors.

4. Integrated Agreement. This Agreement supersedes all agreements previously made between the parties hereto relating to the sale of the Company.

5. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Non-Waiver. No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

8. Exhibits. All exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 4th
day of Oct, 2005.

SELLER:

Rena Wells
Rena Wells, Owner

BUYER:

Mark L. Anderson
Mark L. Anderson, D.V.M.

PATENT