

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TRIKE ALTERNATIVES, LLC	02/17/2011

RECEIVING PARTY DATA

Name:	SAFETY FEATURES, INC.
Street Address:	c/o Skjold Parrington, PA, 222 S. 9th St.
Internal Address:	Suite 3220
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402

Name:	SAFETY FEATURES IP, LLC
Street Address:	c/o Skjold Parrington, PA, 222 S. 9th St.
Internal Address:	Suite 3220
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5029894
Patent Number:	6213237

CORRESPONDENCE DATA

Fax Number: (612)746-2561

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-746-2560

Email: nbrandenburg@skjoldparrington.com

Correspondent Name: Nathan M. Brandenburg

Address Line 1: 222 South 9th Street

501510186

PATENT
REEL: 026173 FRAME: 0649

OP \$80.00 5029894

Address Line 2: Suite 3220
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Nathan M. Brandenburg
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Total Attachments: 40

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 17th day of February, 2011 ("Effective Date"), by and between **Trike Alternatives, LLC**, a Minnesota limited liability company ("Buyer") and **Safety Features, Inc.**, a Minnesota corporation, doing business as Trike Alternatives ("Seller") and **Safety Features IP, LLC**, a Minnesota limited liability company (the "IP Subsidiary," and together with Seller, the "Sellers").

RECITALS

A. Seller owns and operates a business that manufactures and markets product lines of support wheels for motorcycles (the "Business").

B. The Sellers desire to sell all assets used by the Sellers in the operation of the Business and Buyer is willing to purchase the same under the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the premises recited above and the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I **TRANSFER OF ASSETS**

1.1 **Purchase and Sale of Assets.** On the terms of this Agreement, the Sellers hereby sell, transfer, convey and deliver to Buyer, and Buyer hereby purchases from the Sellers, on and as of the Effective Date, all property and assets of the Sellers, of every kind and description, wherever located, real or personal, tangible or intangible, related to the Business (the "Assets"). The Assets shall include in any event but shall not be limited to the following:

1.1.1 All furniture, fixtures and equipment used in connection with the Business (the "Equipment").

1.1.2 The Sellers' entire inventory, including supplies, components or other materials pertaining to the Business (the "Inventory").

1.1.3 All mailing lists, customer lists, supplier lists and similar records used or intended for use in connection with the Business (the "Lists").

1.1.4 All intangible assets relating to the Business, including, without limitation, all of the United States, state and foreign registered and unregistered copyrights, patents, trademarks, trade names (including all right in and to the names "Trike Alternatives," "Ghost Wheels" and "Retract-A-Trike") including logos, service marks, service names, technology, product lines, trade secrets, recipes and know-how, and applications and registrations for the foregoing, and all licenses and other contracts related thereto and all renewals, modifications and extensions thereof, which have been, are being or are intended to be used in connection with the Business (the "Intellectual Property").

1.1.5 All books and records relating to the Business, including records stored on any computer tape or disk or other electronic format; notwithstanding the foregoing, Seller will retain the right to access such books and records at any time during regular business hours, subject to reasonable prior notice to Buyer.

1.1.6 All saleable goodwill and other general intangibles of the Sellers.

1.1.7 All rights of the Sellers under any warranty or guarantee by any manufacturer, supplier or other transferor of the Assets; notwithstanding the foregoing, Seller will retain the benefit of any such warranty or guarantee to the extent such warranty or guarantee applies to products of Seller sold prior to the Effective Date.

1.1.8 The Sellers' rights in and to any Internet Web site locations and/or Internet domains and all telephone and facsimile numbers.

A list of some, but not all of the Assets is detailed on Schedule 1.1 hereof.

1.2 Excluded Assets. The following assets owned by the Sellers (the "Excluded Assets") are specifically excluded from this Agreement and shall not be sold to Buyer pursuant to this Agreement:

1.2.1 The Sellers' cash and cash equivalents.

1.2.2 The corporate or entity charter, qualifications to conduct business as foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, general ledgers, tax returns, seals, minute books, stock transfer books and similar documents of the Sellers relating to the organization, maintenance and existence of the Sellers as a corporation or limited liability company, as applicable (provided that Buyer shall have access thereto to the extent reasonably necessary for the operation of the Business and the preparation of tax returns and financial statements of Buyer following the Effective Date for a period of eighteen (18) months).

1.2.3 The excluded assets listed on Schedule 1.2.3 hereof.

1.3 Work in Progress. The parties understand and acknowledge that as of the Effective Date, Seller had work in progress for customers of Seller (the "Work in Progress"). A list of such Work in Progress is listed on Schedule 1.3 hereof. Seller represents and warrants that Seller has already been paid in full for all Work in Progress. Seller agrees and acknowledges that Seller is responsible for all obligations and liabilities relating to Work in Progress.

ARTICLE II **PURCHASE PRICE**

2.1 Purchase Price. The aggregate Purchase Price paid by the Buyer to the Sellers in full consideration for the Assets (the "Purchase Price") is Two Hundred Fifty Thousand and no/100 Dollars (\$250,000).

2.2 Payment of Purchase Price.

2.2.1 On the Effective Date, the Buyer paid to the Sellers Twenty-Five Thousand and no/100 Dollars (\$25,000.00) of the Purchase Price via immediately available funds or certified check.

2.2.2 On the Effective Date, Buyer delivered a Promissory Note in the amount of up to Two Hundred Twenty-Five Thousand and no/100 (\$225,000.00) in the form attached hereto as Exhibit A (the "Promissory Note").

2.3 Security Interest in the Assets. Buyer agrees to the following provisions of this Section, which are designed to secure the obligations of Buyer owed to Seller under the Promissory Note, as described below.

2.3.1 Buyer hereby grants Seller (or Seller's assignees of the Promissory Note) a security interest in the Assets (such Assets, the "Collateral"). The security interest herein granted secures the payment and performance of each and every debt, liability and obligation arising under the Promissory Note (the "Secured Obligations").

2.3.2 An event of default under the Promissory Note shall constitute a default under the provisions of this Section 2.3. In such a case, Seller may, at its option and upon prior written notice to Buyer, take possession of the Collateral, give Buyer notice thereof, and thereby cause Buyer to have forfeited all right, title and interest in and to the Collateral.

2.3.3 If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten days before such disposition, postage prepaid, addressed to Buyer at the address for notice provided in Section 9.6 hereof.

2.3.4 Upon Buyer's satisfaction in full of any debt, liability and obligation arising under the Promissory Note, all rights of Seller as a holder of a security interest in the Collateral shall, without any further action of Buyer or Seller, be extinguished in their entirety as soon as practicable thereafter.

2.3.5 As further security for Buyer's obligations under the Promissory Note, Buyer has agreed to provide the Seller with a personal guaranty, in the form attached hereto as Exhibit B (the "Personal Guaranty").

2.4 Allocation of Purchase Price. The parties agree that the allocation of the Purchase Price shall be determined by Buyer in its sole discretion after consultation with the Seller and Seller's accountants, and that each party will report such allocation to the internal revenue service for tax purposes on Form 8594.

ARTICLE III ASSUMPTION OF LIABILITIES

Buyer shall not and does not assume any liabilities or obligations of the Sellers by virtue of its purchase of the Assets. The Sellers shall be solely liable for its liabilities and obligations arising from ownership of the Assets, operation of the Business and incidents and occurrences prior to the Effective Date, whether or not reflected in the Sellers' books and records and whether or not such incidents or occurrences first became known following the Effective Date. To the extent any services have yet to be provided to customers for Work in Progress, or if Buyer desires that Seller perform warranty, repair or insurance work for customers of Seller who purchased products from Seller prior to the Effective Date, Buyer will provide such services in its commercially reasonable discretion, on terms to be mutually agreed upon by Buyer and Seller.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers hereby, jointly and severally, represent and warrant, with the intention that Buyer shall rely thereon in performing hereunder, as follows:

4.1 Organization and Good Standing. Seller is a corporation, and IP Subsidiary is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Minnesota and each has all requisite corporate or entity power and authority, as applicable, to own its respective properties and assets and to conduct its respective business as they are now being conducted. The Sellers each have the power and authority to enter into and perform their respective obligations under this Agreement. Seller has no subsidiaries other than the IP Subsidiary, and the Sellers do not own any interest, directly or indirectly, in any other corporation, partnership or other organization or entity. Jennifer Lorge owns all of the outstanding capital stock of Seller and the membership interests of IP Subsidiary.

4.2 Authority; Execution and Delivery. The execution, delivery and performance of this Agreement by the Sellers, including, without limitation, the sale, conveyance, transfer and delivery contemplated hereby, have been duly authorized by the Board of Directors of the Seller and the Board of Managers of the IP Subsidiary, and Jennifer Lorge. The Sellers have all requisite corporate or entity power and authority, as applicable, to enter into this Agreement and to carry out their respective obligations hereunder. No other corporate proceedings on the part of the Sellers are necessary to authorize this Agreement and the transactions contemplated herein and this Agreement and the transactions contemplated herein have been duly executed and delivered by each of the Sellers and constitutes the legal, valid and binding obligation of the Sellers enforceable against the Sellers in accordance with their terms.

4.3 Consents, No Conflict, Etc. No consent, waiver, authorization or approval or any governmental or regulatory authority, domestic or foreign, or of any other person, firm or corporation, and no filing or registration with any such governmental or regulatory authority is required in connection with the execution and delivery of this Agreement by the Sellers or the performance by the Sellers of their respective obligations hereunder. The execution, delivery and performance by the Sellers of this Agreement and the consummation by the Sellers of the transactions contemplated hereby will not, with or without the giving of notice or the passage of time, (i) violate any law, ordinance, rule or regulation, or violate any judgment, writ, injunction or order of any court, arbitrator or governmental, administrative or self-regulatory authority, applicable to either of the Sellers or the

Assets, (ii) constitute a violation of or conflict with any provision of the Articles of Incorporation or by-laws of Seller, or the Articles of Organization, member control agreement or other governing document of the IP Subsidiary, or (iii) conflict with, or result in the breach, modification or termination of, require the consent or authorization of or waiver by, or filing with, any other parties, or result in the creation of any Encumbrance (as defined in Section 4.9 hereof) upon the Assets under, or constitute a default under, any license, franchise, contract, indenture, agreement or other instrument to which either of the Sellers are a party or by which any of the assets or properties of the Sellers are bound or from which they derive benefit.

4.4 Absence of Undisclosed Liabilities. The Sellers have no liabilities or obligations of any nature, whether secured or unsecured, accrued, absolute, contingent or otherwise, whether due or to become due, that would, individually or in the aggregate materially adversely affect the Assets or the Business.

4.5 Tax Matters. Except as set forth on Schedule 4.5, the Sellers have filed with appropriate federal, state, county, local, foreign and other governmental tax authorities all tax returns required to be filed in respect of the Assets of the Sellers and are not in default in connection with any such filing; the information set forth on each such return is complete and accurate; all taxes due on such returns and all assessments in respect of such taxes which have become due have been paid; and the Sellers do not know of or have not been advised by any tax authority of any proposal to file a tax lien against the Sellers or any of the Assets.

4.6 Equipment. The Equipment is in good working condition and repair and suitable for its intended use in the Business. Nothing herein shall constitute a warranty of any kind, including any warranty of merchantability or fitness for a particular purpose.

4.7 Inventory. The Inventory is current, in good and marketable condition and is saleable in the ordinary course of business, and the quantities of Inventory are reasonable and warranted in the present circumstances of the Business. The Inventory is not slow-moving as determined in accordance with past practices, obsolete or damaged and is merchantable and fit for its particular use.

4.8 Intellectual Property Rights. All Intellectual Property included in the Assets is solely registered in the name of the Seller or the IP Subsidiary, of which Seller or IP Subsidiary has all right, title and interest, and have not been licensed or otherwise been made available by either of the Sellers for use by others. All such registered intellectual property rights are in full force and effect. The Sellers do not license from others the right to use any industrial or intellectual property rights in the Business. The Sellers own or possess, are licensed under, or otherwise have lawful access to, all copyrights, patents, trademarks, service marks, trade names, master works, logos, trade secrets, designs, and other intellectual property (or applications therefor) necessary for the lawful conduct of the Business as now conducted, without any infringement of or conflict with the industrial or intellectual property rights of others. There has been no unauthorized use or disclosure or misappropriation of any of the Sellers' intellectual properties, and the Sellers have taken reasonable steps to protect against the unauthorized use or disclosure of their respective intellectual property. The Sellers have no reason to believe that (i) any of the Intellectual Property is invalid or unenforceable (whether due to the existence of prior art, inequitable conduct such as patent fraud or misuse, prior use or creation, or otherwise), (ii) any payments to governmental agencies required to maintain the effectiveness of any of such registered Intellectual Property have not been timely paid, or (iii) any of

such pending applications will be denied or will be materially restricted or conditioned or any prior art exists which would cause such denial, restriction or condition.

4.9 Title to the Assets. The Sellers are the owner of and have good and marketable title to all of the Assets free and clear of all liens (including, without limitation, any lien related to any employee benefits plan), security interests, charges, claims or encumbrances of any nature whatsoever and rights and interest whatsoever of third parties (collectively, "Encumbrances").

4.10 Litigation and Other Proceedings. There are no lawsuits, administrative proceedings, governmental investigation or arbitration pending or, to the knowledge of the Sellers, threatened against or relating to the Sellers or the Assets, or the transactions contemplated by this Agreement that would individually or in the aggregate, materially affect the Assets, or the business, financial condition, or prospects of the Sellers. For the purposes of this Agreement, the Sellers' "knowledge" means the knowledge, after due inquiry, of Jennifer Lorge, Jim Lorge and Paul Zakariasen. The Sellers are not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality.

4.11 Compliance with Laws; Licenses and Permits. To the Sellers' knowledge, the Sellers have complied with all applicable statutes, regulations, orders, ordinances and other laws of the United States of America and all state, local, foreign and other governments, and agencies of any of the foregoing to which they are subject in connection with the Assets and the Business. The Sellers have not received any notice to the effect that the Sellers are not in compliance with any of such statutes, regulations and orders, ordinances or other laws. The Sellers have no knowledge of any proposed change in any such laws, rules or regulations that would adversely affect the transactions contemplated by this Agreement or all or part of the Assets or Business. The Sellers have obtained all licenses and permits necessary to operate the Business.

4.12 No Brokers. Except as set forth on Schedule 4.12, the Sellers have not entered into any agreement, arrangement or understanding with any person or firm, or have taken any other action, which will result in the obligation of Buyer or the Sellers to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby. To the extent any finder's fee, brokerage commission or similar payment becomes due as a result of the transactions contemplated hereby, Seller is solely responsible for the payment of any such fee, commission or similar payment.

4.13 Survival of Representation and Warranties. All representations and warranties of the Sellers contained in this Agreement are true and correct as of the date hereof and shall survive for a period of eighteen (18) months after the Effective Date.

4.14 Insurance. Seller has in place "Tail End" insurance coverage with a per-occurrence coverage limit of \$1,000,000 and aggregate coverage of \$1,000,000, covering claims against the Seller arising out of or related to the operation of the Business prior to the Effective Date. Seller will maintain such insurance coverage at the same levels described above for as would be commercially reasonable in the Business' industry, but in no event for less than one (1) year after the Effective Date.

4.15 Disclosure. The representations and warranties contained in this Section 4 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 4 not misleading.

4.16 Representation. The Sellers acknowledge that they have been advised to seek their own legal counsel in the review of this Agreement and any Ancillary Agreements or other documents to be entered into by the Sellers or Jennifer Lorge as part of the transactions contemplated by this Agreement. The Sellers further acknowledge that the Sellers are not represented by Buyer's counsel, Maslon Edelman Borman & Brand, LLP, and are represented by Skjold-Barthel, P.A.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants, with the intention that the Sellers shall rely thereon in performing hereunder, as follows:

5.1 Entity Organization; Validity of Agreement. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Minnesota with full entity power and authority to enter into this Agreement and to perform hereunder and under any agreement to be entered into hereunder. All entity action necessary to be taken on Buyer's part to effect the transaction contemplated by this Agreement has been taken, and this Agreement is binding upon Buyer in accordance with its terms. Neither the making of this Agreement nor performance hereunder will constitute a breach under or violation of Buyer's Articles of Organization, Bylaws, member control agreement or any indenture, mortgage, contract, or agreement to which Buyer is a party or by which it may be bound.

5.2 Authority; Execution and Delivery. The execution, delivery and performance of this Agreement by the Buyer, including, without limitation, the purchase contemplated hereby, have been duly authorized by the Board of Governors of the Buyer and Buyer's Member(s). The Buyer has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. No other corporate proceedings on the part of the Buyer are necessary to authorize this Agreement and the transactions contemplated herein and this Agreement and the transactions contemplated herein have been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable against it in accordance with their terms.

5.3 Consents, No Conflict, Etc. No consent, waiver, authorization or approval or any governmental or regulatory authority, domestic or foreign, or of any other person, firm or corporation, and no filing or registration with any such governmental or regulatory authority is required in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of its obligations hereunder. The execution, delivery and performance by the Buyer of this Agreement and the consummation by the Buyer of the transactions contemplated hereby will not, with or without the giving of notice or the passage of time, (i) violate any law, ordinance, rule or regulation, or violate any judgment, writ, injunction or order of any court, arbitrator or governmental, administrative or self-regulatory authority, applicable to the Buyer, (ii) constitute a violation of or conflict with any provision of the Articles of Organization or Operating Agreement of the Buyer, or (iii) conflict with, or result in the breach, modification or termination of, require the consent or

authorization of or waiver by, or filing with, any other parties, or constitute a default under, any license, franchise, contract, indenture, agreement or other instrument to which the Buyer is a party.

5.4 Disclosure. The representations and warranties contained in this Section 5 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 5 not misleading.

5.5 No Brokers. Buyer has not entered into any agreement, arrangement or understanding with any person or firm, and Buyer has not taken any other action, which will result in the obligation of Buyer or the Sellers to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

5.6 Survival of Representations and Warranties. The representations and warranties of Buyer are true and correct as of the date hereof and shall survive after the Effective Date for eighteen (18) months.

5.7 Due Diligence. Buyer warrants and represents to the Sellers that it has been afforded the opportunity to conduct a full due diligence investigation, which it has done to its complete satisfaction, and has had the advice of its own legal and/or accounting counsel regarding the transaction contemplated herein.

ARTICLE VI

LABOR AND EMPLOYMENT MATTERS

Buyer shall not assume any of Seller's employment obligations, wage or salary payment obligations, including without limitation those arising under any pension, profit sharing, deferred compensation, severance, welfare, sick leave, accrued or earned vacation, wage or other employee benefit plan, procedure, policy or practice of the Seller regardless of whether such plan, procedure, policy or practice is disclosed in this Agreement. Notwithstanding the foregoing, Buyer may make offers of employment, in Buyer's sole discretion, to any of the Seller's employees. The Seller will furnish to Buyer such information in its personnel files as Buyer may reasonably request upon the written consent of any such employees.

ARTICLE VII

INDEMNIFICATION

7.1 Indemnification by the Sellers. The Sellers jointly and severally covenant and agree with the Buyer that the Sellers shall pay and perform, and shall indemnify the Buyer, and hold it harmless from, against and in respect of, both prior to and after the Effective Date, any and all costs, losses, claims, liabilities, fines, penalties, damages and expenses (including interest which may be imposed in connection therewith and court costs and reasonable fees and disbursements of counsel) (collectively, "Indemnified Liabilities") resulting from, arising out of or incurred by it in connection with:

7.1.1 All liabilities or claims of any nature relating to the Assets or to the operation of the Business arising out of or relating to (or alleged to arise out of or relate to) any state of

facts, omissions or events existing or occurring on or before the Effective Date, whether known or unknown to the Buyer or the Sellers, not specifically assumed by the Buyer pursuant to this Agreement.

7.1.2 Any breach of any of the representations or warranties made by the Sellers in this Agreement prior to the termination thereof pursuant to Section 4.13 of this Agreement or failure or default by the Sellers in respect of any of the covenants or agreements made by the Sellers anywhere in this Agreement or any documents delivered by the Sellers pursuant to this Agreement (an "Ancillary Document").

7.1.3 Any action, suit, proceeding, compromise, settlement, assessment or judgment arising out of or incident to any of the matters indemnified against in this Section 7.1.

If the Sellers refuse to indemnify and/or defend Buyer, Buyer shall have the right to retain attorneys of its choosing to defend and compromise/settle such claims, the costs of which, including reasonable attorney fees, will be borne by the Sellers.

7.2 Indemnification by the Buyer. The Buyer hereby covenants and agrees with the Sellers that it shall pay and perform, and indemnify the Sellers, and hold them harmless from, against and in respect of any and all Indemnified Liabilities resulting from, arising out of or incurred by any of them in connection with: (a) any failure by the Buyer to pay, perform, or discharge any of the liabilities assumed by Buyer; (b) any breach of the representations and warranties made by the Buyer in Article V hereof or failure or default by the Buyer in respect of any of the covenants or agreements made by the Buyer in this Agreement or any Ancillary Document delivered by the Buyer pursuant to this Agreement; (c) any action, suit, proceeding, comprise, settlement, assessment or judgment arising out of or incident to any of the matters indemnified against under clauses (a) and (b) above; or (d) all liabilities of claims of any nature relating to the Assets or the Business arising out of or relating to the operations of Buyer after the Effective Date. If Buyer refuses to indemnify and/or defend the Sellers, the Sellers shall have the right to retain attorneys of their choosing to defend and compromise/settle such claims on behalf of both of the Sellers, the costs of which, including reasonable attorney fees, will be borne by Buyer.

ARTICLE VIII

ADDITIONAL DOCUMENTS

Each of the parties has executed and delivered all documents necessary to consummate the transactions contemplated by this Agreement, each in form and substance satisfactory to counsel for the respective parties, including, without limitation, the following:

8.1 From the Sellers:

8.1.1 General Assignment and Bill of Sale for all the Assets sold hereunder, in the form attached hereto as Exhibit C;

8.1.2 The Assignment of Patents, in the form attached hereto as Exhibit D;

8.1.3 The Confidentiality, Non-Competition and Non-Solicitation Agreements by and between the Buyer, Jennifer Lorge and Jim Lorge, dated as of the Effective Date, in the form attached hereto as Exhibit E;

8.1.4 Consent to Use of Name, allowing Buyer to use the name "Trike Alternatives" in the operation of the Business after the Effective Date; and

8.1.5 The Sellers' books, records and Lists described in Article I, if not already delivered to Buyer.

8.2 From Buyer:

8.2.1 Payment as required in Section 2.2.1;

8.2.2 The Personal Guaranty as required in Section 2.3.5; and

8.2.3 Delivery of the Promissory Note as required in Section 2.2.2.

8.3 Other Documents. As of the Effective Date, the parties have executed and delivered all of the documents that are necessary and advisable in order to consummate the transaction as contemplated hereby or in connection herewith.

ARTICLE IX MISCELLANEOUS

9.1 Entire Agreement. This Agreement (including the Exhibits hereto) supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof and cannot be changed or terminated orally, and this Agreement, together with related agreements or documents executed in connection herewith, constitute the entire agreement of the parties as to the matters set forth herein and therein.

9.2 Amendments. No amendments of any provision of this Agreement or any document referred to herein or contemplated hereby shall be effective unless the same shall be in writing and signed by all the parties.

9.3 Further Assurances. Each of the parties shall do all such acts and things and shall execute and deliver, or cause to be executed and delivered, all such documents, instruments and agreements as may be necessary or desirable to give effect to the provisions of and intent of this Agreement.

9.4 Expenses. Each party hereto shall pay its own expenses incident to the making of this Agreement and the consummation of the transactions contemplated hereby, including but not limited to fees and expenses of its attorneys, accountants and broker, if any.

9.5 No Waiver; Remedies Cumulative. No failure on the part of a party hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of

any other right. Remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Notices. All notices and other communications provided for hereunder shall be in writing and shall be personally delivered or mailed or sent to each party; at its address set forth beside its name below or at such other address as may be designated by such party in written notice to each of the other parties. All such notices and communications shall be effective when delivered in person or transmitted by telex or two (2) days after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made:

If to the Sellers: Safety Features, Inc.
Safety Features IP, LLC
P.O. Box 248
Stacy, MN 55079
Attn: Jennifer Lorge, President

With a copy to: Skjold • Barthel, P.A.
222 South 9th Street, Suite 3220
Minneapolis, MN 55402
Attn: Benjamin R. Skjold

If to Buyer: Trike Alternatives, LLC
18983 York Street N.W., Suite E
Elk River, MN 55330
Attn: Mark Rothfork

With a copy to: Maslon Edelman Borman & Brand, LLP
3300 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402
Attn: David J. Polgreen, Esq.

9.7 Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided herein, no party shall assign its rights or obligations hereunder without the prior written consent of all the other parties.

9.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto, each of which taken when so executed shall be deemed an original, but all of which together shall constitute one and the same agreement.

9.9 Captions. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision

or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota to apply.

9.11 Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement, the Promissory Note, the Personal Guaranty or any Ancillary Document, or the breach thereof, including claims of fraud in the inducement shall be settled by arbitration held in Minneapolis, Minnesota, under the rules of commercial arbitration of the American Arbitration Association (the "AAA") and Title 9 of the U.S. Code, as modified by this Section.

Any party, may, by written notice to the other parties after such a controversy has arisen hereunder, demand arbitration. Thereafter, the parties shall, within 30 days, attempt in good faith to agree to one arbitrator. In the event the parties are unable or fail to agree to an arbitrator then the party who demanded arbitration shall appoint one arbitrator. The other parties to the controversy shall, by written notice, within twenty (20) days after the receipt of such notice by the first party, appoint a second arbitrator, and in default of such appointment the first arbitrator appointed shall be the sole arbitrator. When two (2) arbitrators have been appointed as hereinabove provided, they shall, if possible, agree on a third arbitrator who shall be appointed by written notice signed by both of them within thirty (30) days thereafter with a copy mailed to each party hereto within ten (10) days after such appointment; provided that if the two arbitrators cannot agree upon a third, they shall apply to the AAA for such appointment.

No arbitrator shall be related to or affiliated with, or shall have represented in a legal capacity any party hereto. The arbitrators shall apply the governing law specified herein, and shall follow such rules of discovery and evidence as the United States District Court for the State of Minnesota would apply. Within sixty (60) days of commencement of the arbitration actions, and after receiving evidence and hearing witnesses, if any, the arbitrators shall render their award, accompanied by findings of fact and a statement of reasons for the decision. The arbitrators shall have the authority to award any remedy or relief that a court or competent jurisdiction could order or grant, including, without limitation, equitable remedies, specific performance, or the issuance of an injunction. The award of the majority of the arbitrators shall be conclusive and binding upon the parties. Any award rendered therein may be entered in and/or enforced in any United States District Court of the State of Minnesota (or any federal appellate court), or if such court shall have no jurisdiction or shall otherwise fail to timely act, in any other court having jurisdiction being convened in the State of Minnesota. Any review of the arbitration decision and award shall be limited to enforcement of the decision and award and the findings of the arbitrator(s) shall not be re-litigated. The parties further acknowledge and agree that any party may apply to the United States District Court for the State of Minnesota, or if the United States District Court lacks jurisdiction, in any other court having jurisdiction being convened in the State of Minnesota, and seek injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved consensually by the parties. Each of the parties hereby agrees that this arbitration provision is valid and enforceable and therefore waives any defense or assertion to the contrary.

9.12 Survival. Other than any specific Section of this Agreement that provides for a shorter survival period, the provisions of this Agreement will survive termination of this Agreement.

9.13 Attorneys' Fees. In the event that any proceeding, suit or action is brought by any party under this Agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled

to reasonable attorneys' fees to be fixed by the arbitrator, trial, and/or appellate courts, as applicable, in any such proceeding or as incurred in the collection of any judgment.

[Signature Page Follows]

SIGNATURES

Each of the parties has caused this Agreement to be executed by the undersigned as of the date and year first above written.

BUYER:

TRIKE ALTERNATIVES, LLC

By: 

Its: CEO

SELLERS:

SAFETY FEATURES, INC.

By: 

Its: PRESIDENT

SAFETY FEATURES IP, LLC

By: 

Its: CHIEF MANAGER

EXHIBIT A

Promissory Note

EXHIBIT B

Personal Guaranty

PATENT

REEL: 026173 FRAME: 0666

EXHIBIT C

General Assignment and Bill of Sale

EXHIBIT D

Assignment of Patents

EXHIBIT E

Confidentiality, Non-Competition and Non-Solicitation Agreement

DISCLOSURE SCHEDULES

to that certain Asset Purchase Agreement (the "Agreement"),
dated as of February 17, 2011
by and among
Safety Features, Inc., Safety Features IP, LLC and Trike Alternatives, LLC

Terms not defined herein shall have the definitions given in the Agreement.

****Notwithstanding any specific cross-reference made in any section of this Disclosure Schedule, each section shall be deemed to refer to and incorporate the disclosures made in every other section contained herein to the extent the disclosure made is reasonably sufficient to alert the reader to the relevance of the disclosure to such other section.**

Schedule 1.1

Assets

4 computers, 3 monitors
Sageact contacts software
Peachtree mfg. Software
4 desks, 4 chairs.
All motorcycle service manuals
All product drawings and blueprints
All product photos
1 HP color printer, stand and paper
2 credit card machines
All cabinets and shelving
2 file cabinets. 1 for vendors & 1 for customers
Dealer contacts
Primera DVD publisher
600 blank DVD all software
Alum. Display case on wheels
All shop shelving
All paint
All shop and specialty tools
Weatherhead hose maker and fittings with cabinet
All product inventory finished and unfinished
Granite leveling table with mitsutoyo measuring device
Presto lift
2 air operated bike lifts
1 craftsmen hyd. Lift
All shipping materials
1 trailer dolly
1 beadblast cabinet
2 mig wirefeed welders
1 C-AIRE air compressor
1 belt sander
1 shop vac
2 bench grinders
1 table vise
All electrical test area and equipment
1 wite harness elec. Tester apperatus
1 Caravan 10 x 10 canopy
1 2009 flhtcu ghost wheels kit

Schedule 1.2.3

Excluded Assets

2009 HARLEY ULTRA CLASSIC

SMALL LATHE (LORGE)

8' LADDER

JIM LORGE'S TOOLS, TOOL CHEST &
PERSONAL ITEMS

JENNY LORGE'S PERSONAL ITEMS

REFRIGERATOR

JENNY'S COMPUTER

JIM'S COMPUTER

24' TRAILER

JENNY'S 2005 HARLEY SPORTSTER

JENNY'S BICYCLE

DESK (METAL)

Schedule 1.3

Work in Progress

Schedule 4.5

Tax Matters

Seller is in the process of appealing a penalty and late charge for one quarter of fiscal 2007 on a 941 return. Seller is currently awaiting a response from the Internal Revenue Service.

Schedule 4.12

No Brokers

Seller had engaged Calhoun Companies to facilitate a sale of the Seller. Seller has had verbal discussions with Calhoun Companies whereby Seller terminated its relationship with Calhoun Companies, but no termination has been memorialized in writing by both parties. Seller has acknowledged and agreed that Buyer will have no liability or obligation to pay any amounts due to Calhoun Companies as a result of closing the transactions contemplated by the Agreement.

ORIGINAL

SECURED PROMISSORY NOTE

\$225,000.00

February 17, 2011

FOR VALUE RECEIVED, Trike Alternatives, LLC, a Minnesota limited liability company ("Maker"), at 18983 York Street N.W., Suite E, Elk River, MN 55330, hereby promises to pay to the order of Safety Features, Inc., a Minnesota corporation ("Holder"), or Holder's successors and assigns, at P.O. Box 248, Stacy, MN 55079, or any other location designated by Holder, the sum of Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00) in lawful money of the United States of America. Interest shall accrue thereon at a rate equal to seven percent (7%) per annum.

Payments of Two Thousand Six Hundred Twelve and 44/100 Dollars (\$2,612.44) shall be due and payable on the 15th of each month for a period of ten (10) years, with the first payment due on April 15, 2011. All payments hereunder shall be made in lawful money of the United States.

This Note has been delivered by Maker in connection with the Purchase Documents, including that certain Asset Purchase Agreement by and among Maker, Holder, and Safety Features IP, LLC, a Minnesota limited liability company, dated as of February 17, 2011 (the "Purchase Agreement"), and is secured pursuant to Section 2.3 of such Purchase Agreement and the Personal Guaranty of Mark Rothfork referred to in Section 2.3.5 of the Purchase Agreement. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Purchase Agreement.

An "Event of Default" will have occurred hereunder upon any of the following:

- (1) Maker shall fail to pay when due any amount of principal hereof or interest hereon or other amount payable hereunder, whether any such indebtedness is now existing or hereafter arises and whether direct or indirect, due or to become due, absolute or contingent, primary or secondary or joint or joint and several, and such failure shall continue unremedied for thirty (30) days, or if remedied, shall occur more than three (3) times in any single twelve (12) month period, commencing on the date first written-above and continuing while any amount remains outstanding pursuant to this Note;
- (2) Any representation or warranty by Maker under or in connection with this Note or the Purchase Agreement or related document entered into by and between Maker and Holder of even date herewith (collectively, the "Purchase Documents") shall prove to have been incorrect in any material respect when made or deemed made and shall continue unremedied for thirty (30) days, or if remedied, shall occur more than three (3) times in any single twelve (12) month period, commencing on the date first written-above and continuing while any amount remains outstanding pursuant to this Note;
- (3) Maker shall fail to perform or observe any term, covenant or agreement contained in this Note and such breach shall continue unremedied for thirty (30) days, or if remedied, shall occur more than three (3) times in any single twelve (12) month period, commencing on the date first written-above and continuing while any amount remains outstanding pursuant to this Note;

- (4) Maker shall be dissolved, liquidated, wound up or cease its corporate existence or Maker or any Guarantor or any such subsidiary shall make a general assignment for the benefit of creditors, shall voluntarily cease to conduct its business in the ordinary course, shall commence any insolvency proceeding with respect to itself or shall take any action to effectuate or authorize any of the foregoing;
- (5) Any involuntary insolvency proceeding is commenced or filed against Maker or any Guarantor or any writ, judgment, warrant of attachment, execution or similar process, is issued or levied against a substantial part of Maker or any Guarantors and any such proceeding or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded within thirty (30) days after commencement, filing or levy; (ii) Maker or any Guarantor admits the material allegations of a petition against it in any insolvency proceeding, or an order for relief (or similar order under non-U.S. law) is ordered in any insolvency proceeding; or (iii) Maker or any Guarantor acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator, mortgagee in possession (or agent therefor), or other similar person for itself or a substantial portion of its property or business;
- (6) A final judgment issued by a court of appropriate jurisdiction, and with no further rights of appeal, for the payment of money in excess of \$25,000.00 shall be rendered against Maker and shall remain undischarged for a period of sixty (60) days during which execution shall not be effectively stayed;
- (8) The insolvency, death, dissolution or liquidation of Maker or any Guarantor, or the consummation of any merger or consolidation of Maker with another entity that (i) is not majority-owned and controlled by Maker or any Guarantor, and/or (ii) results in the survival of a person or entity that does not assume the obligations of Maker and/or Guarantor in connection with this Note;
- (9) The sale, lease or other disposition (whether in one or more transactions) to one or more persons or entities that (i) are not majority-owned and controlled by Maker or any Guarantor, and/or (ii) results in the sale, lease or disposition to a person or entity that does not assume the obligations of Maker and/or Guarantor in connection with this Note, of all or substantially all of the assets of Maker; and
- (10) The attachment of any tax lien to any property of Maker or Guarantor that is not cured for a period of sixty (60) days after the filing of such lien.

If any Event of Default shall occur and be continuing, Holder may by notice to Maker, declare the entire unpaid principal amount of this Note, all interest accrued and unpaid hereon and all other amounts due hereunder to be forthwith immediately due and payable, whereupon the principal hereof, all such accrued interest and all such other amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Maker. Holder may also, at its option and pursuant to its sole discretion, take possession of the Collateral, as defined in the Purchase Agreement, and provide Maker with notice thereof pursuant to the terms of the Purchase Agreement. The remedies of Holder as provided herein and in the Purchase Agreement or any guaranty shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. In addition, once an Event of Default has occurred and Holder has taken possession of the Collateral, Maker will enter into a Confidentiality, Non-Competition and Non-Solicitation Agreement with Holder

on terms substantially similar to the Confidentiality, Non-Competition and Non-Solicitation Agreement referred to in Section 8.1.3 of the Purchase Agreement.

Maker hereby waives presentment or other demand for payment, protest and notice of dishonor, and exonerates Holder from any and all duty and obligation to make demand on anyone for payment or to give notice to anyone of non-payment hereof. The Holder of this Note may, in its sole discretion, at any time renew this Note or extend the maturity date of any one or more installments for any period and release any security for, or any party to, this Note, all without notice to or consent of and without releasing any accommodation maker, endorser or guarantor.


Maker agrees to pay on demand all the losses, costs, and expenses (including, without limitation, attorneys' fees and disbursements) which Holder incurs in connection with enforcement or attempted enforcement of this Note or the protection or preservation of Holder's rights under this Note, whether by judicial proceedings or otherwise. Such costs and expenses include, without limitation, those incurred in connection with any workout or refinancing, or any bankruptcy, insolvency, liquidation or similar proceedings.

Holder shall not be deemed by any act of omission or commission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Holder, and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

This Note shall be deemed a contract made under, and this Note and the rights, obligations and duties of the parties hereto shall be governed by, the laws of the State of Minnesota. If any term or provision of this Note is held to be unenforceable by a court of competent jurisdiction, it is the intention of the parties that this Note shall be amended to the extent required to render it valid and enforceable. Maker shall have the right to prepay this Note or any part hereof at any time without premium or penalty.

MAKER:

TRIKE ALTERNATIVES, LLC

By: 

Its: CEO

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the “**Assignment**”) is made and entered into this 17th day of February, 2011, by and between Safety Features IP, LLC, a Minnesota limited liability company, with a principal address of P.O. Box 248, Stacy, MN 55079 (“**Assignor**”), and Trike Alternatives, LLC, a Minnesota limited liability company, with a principal address of 18983 York Street NW, Suite E, Elk River, MN 55330 (“**Assignee**”). Assignor and Assignee may be referred to in this Assignment individually as “**Party**” and collectively as “**Parties**.”

RECITALS

WHEREAS, Assignor owns all right, title and interest in and to the patents as described on Schedule 1 attached hereto, and all related patent applications and registrations pertaining thereto, including any and all rights, priorities and privileges provided under United States, state or foreign law or multinational law, compact, treaty, protocol, convention or organization, with respect to the foregoing (collectively, the “**Patents**”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated February 17, 2011 by and among Assignee, Safety Features, Inc., a Minnesota corporation, and Assignor (the “**Purchase Agreement**”), Assignor has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

Capitalized terms used herein without definition have the meanings ascribed to such terms in the Purchase Agreement.

Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Patents; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Patents; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that it would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all rights of Assignor to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other legal protections arising from the Patents and related rights that are or may be secured in any relevant jurisdiction anywhere in the world, including (but not limited to) the United States, its territories and possessions, now or hereinafter in effect.

Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all ownership rights in and to the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment. Assignor will take, or cause to be taken, at Assignee expense, all such other and further actions as may be required by Assignee to effect the assignment contemplated hereby.


This Assignment is executed and delivered pursuant to the Purchase Agreement. Nothing

contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the Purchase Agreement, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Sellers or Buyer as set forth in the Purchase Agreement, and in the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Assignment, the Purchase Agreement shall control. Any assignment set forth herein shall be subject to any security interest granted to Assignor by Assignee.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 17th day of February, 2011.

ASSIGNOR:

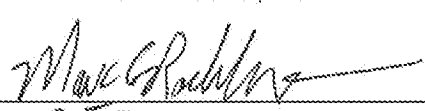
SAFETY FEATURES IP, LLC

By: 
Its: CHIEF MANAGER

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

TRIKE ALTERNATIVES, LLC

By: 
Its: CEO

SCHEDULE 1

Description of Patents

<u>Title</u>	<u>Patent Number</u>	<u>Country of Issue</u>
Retractable Motorcycle Stop-Support Wheels	5029894	USA
Motorcycle Stop Support Wheels	6213237	USA

GENERAL ASSIGNMENT AND BILL OF SALE

KNOW ALL PERSONS BY THIS INSTRUMENT that, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Safety Features, Inc., a Minnesota corporation (the "Seller") and Safety Features IP, LLC, a Minnesota limited liability company (the "IP Subsidiary," and together with Seller, the "Sellers"), do hereby sell, transfer, convey and assign to Trike Alternatives, LLC, a Minnesota limited liability company (the "Buyer"), all of the Sellers' respective rights, titles and interests in and to all of the assets and rights described in Section 1.1 of the Asset Purchase Agreement or the Schedules thereto, dated as of the date hereof, by and between the Seller, IP Subsidiary and Buyer (such agreement is called the "Purchase Agreement," and such assets are collectively referred to as the "Assets").

1. The Assets are being conveyed free and clear of all liens, security interests, mortgages and encumbrances. By this General Assignment and Bill of Sale, the Sellers are transferring to the Buyer good and marketable title to the Assets.

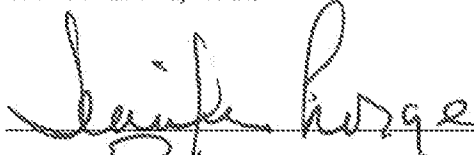
2. The Sellers will take all steps necessary to put the Buyer or its successors and assigns in actual possession and operating control of the Assets, including the signing, delivering, and filing of all written documents that may be reasonably necessary to vest the Buyer with good and marketable title to the Assets.

3. The Sellers hereby irrevocably and forever release all claims of ownership or other interest, including but not limited to any encumbrance that they have or may have had in or to any of the Assets, subject to any security interest granted in favor of Sellers by Buyer.

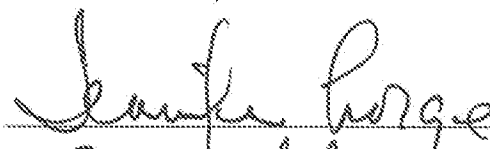
4. This General Assignment and Bill of Sale shall be interpreted in accordance with the laws of the State of Minnesota, without giving effect to its conflicts-of-law principles.

IN WITNESS WHEREOF, the Seller and the IP Subsidiary have caused this General Assignment and Bill of Sale to be executed as of February 17th, 2011.

SAFETY FEATURES, INC.:

By: 
Its: PRESIDENT

SAFETY FEATURES IP, LLC:

By: 
Its: CHIEF MANAGER

PERSONAL GUARANTY

This Guaranty is made as of the 17th day of February, 2011, by **Mark Rothfork, individually** ("Guarantor") for the benefit of **Safety Features, Inc.**, a Minnesota corporation ("Seller").

WHEREAS, **Trike Alternatives, LLC** (the "Buyer") has executed a Promissory Note, of even date herewith (the "Note"), to Seller in the original principal amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), which Note is secured by the provisions of Section 2.3 of the Asset Purchase Agreement by and between Buyer, Seller and Safety Features IP, LLC, a Minnesota limited liability company (the "IP Subsidiary," and together with Seller, the "Sellers"), dated as of the date hereof (the "Purchase Agreement"). The Purchase Agreement was entered into and the Note was issued in connection with the Buyer's purchase of substantially all of the assets of the Sellers.

WHEREAS, in consideration of and as an inducement to the Sellers to enter into the Purchase Agreement and accept the Note, Seller has required the execution and delivery of this Guaranty by the Guarantor.

WHEREAS, Guarantor is the sole equity holder of the Buyer and is financially interested and accordingly expects to receive direct economic benefits from the transactions contemplated by the Purchase Agreement that may be made or granted under this Guaranty and the Note.

NOW, THEREFORE, Guarantor, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees as follows:

1. Guarantor hereby absolutely and unconditionally guarantees to Seller the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the Note, including all interest thereon, and any extensions or renewals thereof and substitutions therefor (the "Indebtedness"). Such liability shall not be released, impaired or affected if at any time the Indebtedness exceeds that amount, and Seller may apply first in payment of such excess all sums received from the Buyer or the Guarantor, from security for the Indebtedness, or from any other source without releasing, impairing or affecting such liability. If the liability of the Guarantor is limited by this paragraph, any payment made by the Guarantor under this Guaranty shall be effective to reduce or discharge such liability only if accompanied by a written statement, received by Seller, advising Seller that such payment is made under this Guaranty for such purpose.
2. Guarantor will pay all commercially reasonable costs, expenses and attorneys fees paid or incurred by Seller in endeavoring to collect the Indebtedness and in enforcing this Guaranty.
3. No act or thing need occur to establish the liability of Guarantor hereunder, and

with the exception of full payment, no act or thing (including, but not limited to, a discharge in bankruptcy of the Indebtedness, and/or the running of the statute of limitations) relating to the Indebtedness which but for this provision could act as a release of the liabilities of Guarantor hereunder, shall in any way exonerate Guarantor, or affect, impair, reduce or release this Guaranty and the liability of Guarantor hereunder; and this shall be a continuing, absolute and unconditional guaranty and shall be in force and be binding upon Guarantor until the Indebtedness is fully paid. Guarantor specifically waives notice of acceptance of this Guaranty and of the creation and existence of the Indebtedness; notice of any default by the Buyer or Guarantor with respect to the Indebtedness; presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and all other demands and notices to the Guarantor or any other person or entity and all other actions to establish the liability of the Guarantor hereunder.

4. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of the legal representatives, heirs successors and assigns of Seller.

5. Guarantor irrevocably agrees that any disagreement between Guarantor and Seller pursuant to this agreement will be adjudicated pursuant to the arbitration provisions contained in Section 9.11 of the Purchase Agreement.

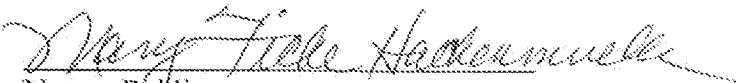
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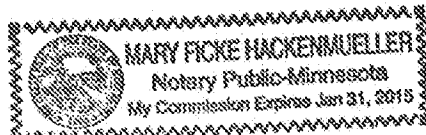
IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.


Mark Rothfork

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing Personal Guaranty was acknowledged before me this 17th day of February, 2011, by Mark Rothfork, Guarantor, as an individual, and as the free act and deed of said Guarantor.


Notary Public



CONFIDENTIALITY, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT

THIS CONFIDENTIALITY, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT (this "Agreement") is entered into as of February 17, 2011 (the "Effective Date", by and between Trike Alternatives, LLC, a Minnesota limited liability company (the "Company"), and each of Jennifer Lorge and Jim Lorge (together, the "Lorges").

INTRODUCTION

A. Pursuant to an Asset Purchase Agreement, dated as of the date hereof, by and between the Company, Safety Features, Inc., a Minnesota corporation (the "Seller"), and Safety Features IP, LLC, a Minnesota limited liability company (together with Seller, the "Sellers," and such agreement, the "Purchase Agreement"), the Company purchased substantially all of the assets of the Sellers.

B. Prior to the closing of the transactions contemplated by the Purchase Agreement, each of the Lorges had served as an employee of the Seller, and are familiar with the operation of the Business (as such term is defined in the Purchase Agreement).

B. In connection with and as a condition to entering into the Purchase Agreement, the Company wishes to obtain from the Lorges the benefits of certain covenants respecting confidentiality, non-competition and non-solicitation, and the parties wish to set forth their mutual understanding with respect to these matters in the form of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing facts, the mutual covenants set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Noncompetition. Neither of the Lorges will, without the prior written consent of the Company (which the Company may withhold with or without reason) for the period commencing on the Effective Date and ending two (2) years from such date (the "Noncompete Period"), engage or be interested, directly or indirectly, whether alone or together with or on behalf of or through any other person, firm, association, trust, venture or corporation whether as partner, stockholder, agent, officer, director, employee, technical adviser, lender, trustee, beneficiary, or otherwise, in any phase of the "Restricted Business" (as hereinafter defined) in the "Restricted Area" (as hereinafter defined).

2. Nonsolicitation. During the Noncompete Period, neither of the Lorges, directly or indirectly, individually or on behalf of any other person or entity, will employ or otherwise engage, or offer to employ or otherwise engage, or solicit any person who has been an employee, sales representative or agent of the Seller or the Company at any time within the three year period prior to the date hereof or during the term of the Noncompete Period (the "Nonsolicitation Time Period"), nor during the Noncompete Period will either of the Lorges, directly or indirectly, individually or on behalf of any other person or entity, contact or solicit any Restricted Business (as defined herein) from any person or entity that has been or is a customer or client of the Seller or the Company at any time during the Nonsolicitation Time Period.

3. Restricted Business. The term "Restricted Business" means any business any part of which consists of any business of any kind in whole or in part similar or related to the Business. The term "Restricted Business" shall also include any business currently or formerly engaged in by either of the Lorges following the Effective Date.

4. Restricted Area. The term "Restricted Area" means North America and all geographic regions in which the Seller conducted business in the previous twelve (12) month period.

5. Engage or Be Interested, Directly or Indirectly. The term "engage or be interested, directly or indirectly," as used herein, shall include giving advice or technical or financial assistance, by loan, guarantees, stock transactions or in any other manner to any person, firm, association, trust, venture or corporation doing or proposing to undertake such "Restricted Business" in the area covered by this Agreement. Provided, however, that each of the Lorges shall be permitted to own equity interests of not more than one percent (1%) of the outstanding stock of any company whose shares are traded on a national securities exchange.

6. Injunctive Relief. In the event that said covenant not to compete is considered by a court of competent jurisdiction to be excessive in its duration or in the area to which it applies, it shall be considered modified and valid for such duration and for such area as said court may determine reasonable under the circumstances. In recognition of the irreparable harm that a violation of said covenant would cause to the Company, the Lorges each agree that the Company shall have the right to enforce this agreement by specific remedies, which shall include, among other things, temporary restraining orders and temporary and permanent injunctions. In the event of any such violation, each of the Lorges agree to pay the reasonable attorneys' fees incurred by the Company in pursuing any of its rights with respect to such violation or violations in addition to the actual damages sustained by the Company as a result thereof.

7. Extension for Breach. The duration of the foregoing covenant shall be extended beyond the time period set forth herein for a period equal to the duration of any breach or default of such covenant by either of the Lorges.

8. Confidential Information. The Lorges each acknowledge that they have, will or may have access to and become informed of Confidential Information which is a competitive asset of the Company (whether or not included in the Assets). As used herein, "Confidential Information" shall mean information that is proprietary to the Company (including any such information within the Assets) or the Restricted Business or proprietary to others and entrusted to the Company, whether or not trade secrets. Confidential Information includes, but is not limited to, information relating to business plans and to business as conducted or anticipated to be conducted by the Company and to its past, current or anticipated business (including without limitation information relating to the Restricted Business). Confidential Information also includes, without limitation, customer lists and information concerning purchasing, accounting, marketing, selling, products and services of the Company, and shall further include the same aforementioned Confidential Information with respect to the Assets purchased by the Company pursuant to the Purchase Agreement. The Lorges each agree that they will keep all Confidential Information in strict confidence and to never directly or indirectly make known, divulge, reveal, furnish, make available, or use any Confidential Information.

9. Governing Law; Jurisdiction and Venue; Dispute Resolution.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflicts-of-law principles.

(b) Any disagreement between the Company and either of the Lorges pursuant to this Agreement will be adjudicated pursuant to the arbitration provisions contained in Section 9.11 of the Purchase Agreement

10. General Provisions. This Agreement contains the entire understanding of the parties with regard to all matters contained herein. Any termination of this Agreement will not release either party from any obligations or liabilities that remain to be performed, or by their nature would be intended to be applicable following any such termination, including but not limited to the covenants contained in Sections 1 through 8. This Agreement is and shall be binding upon the heirs, personal representatives, legal representatives, successors and assigns of the parties hereto; *provided, however*, that neither of the Lorges may assign their obligations nor delegate their duties under this Agreement. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn (or limited in scope, including geographic and/or temporal scope) so as not to be illegal, invalid or unenforceable, and such illegality, invalidity or unenforceability shall in no event have any effect upon or impair the enforceability of any other provision of this Agreement. Any waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

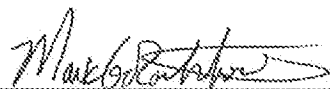
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

COMPANY:

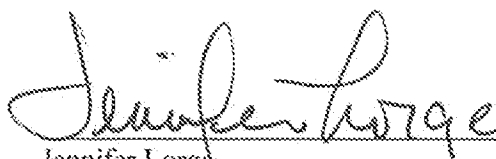
LORGES:

TRIKE ALTERNATIVES, LLC

By:



MARK ROTHFORK,
Chief Executive Officer



Jennifer Lorge

Jim Lorge

**UNANIMOUS WRITTEN ACTION OF THE DIRECTORS AND SHAREHOLDERS OF
SAFETY FEATURES, INC.**

THE UNDERSIGNED, representing all of the directors and shareholders of Safety Features, Inc. (the "Corporation"), a Minnesota corporation, hereby approve and ratify the following resolutions effective as of February 17, 2011:

WHEREAS, Jennifer Lorge is the sole shareholder, director and officer of the Corporation; and

WHEREAS, the Corporation desires to enter into that certain Asset Purchase Agreement dated February 17, 2011, by and between the Corporation, Safety Features IP, LLC, and Trike Alternatives, LLC, a copy of which is attached hereto as Exhibit A, pursuant to which the Corporation and Safety Features IP, LLC, propose to sell substantially all of their respective assets to Trike Alternatives, LLC, for the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00); and

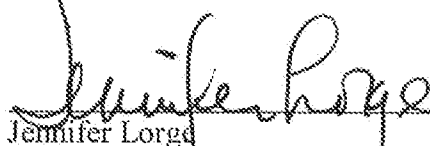
WHEREAS, the directors and shareholders of the Corporation desire to approve and ratify these resolutions via written action in lieu of a meeting thereof and further desire to waive any notices that may be required for such a meeting by the Corporation's Bylaws or Minnesota Statutes Chapter 302A.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the shareholders and directors hereby approve of the sale by the Corporation of substantially all of its assets to Trike Alternatives, LLC, pursuant to that certain Asset Purchase Agreement dated February 17, 2011, by and between the Corporation, Safety Features IP, LLC, and Trike Alternatives, LLC, a copy of which is attached hereto as Exhibit A, pursuant to which the Corporation and Safety Features IP, LLC, for the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00); and

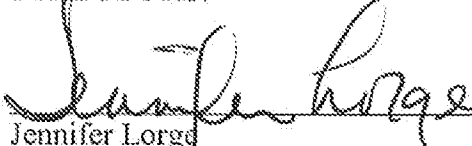
RESOLVED FURTHER, that the directors and shareholders of the Corporation approve and ratify these resolutions via written action in lieu of a meeting thereof and further waive any notices that may be required for such a meeting by the Corporation's Bylaws or Minnesota Statutes Chapter 302A; and

RESOLVED FURTHER, that the Corporation instructs its President, Jennifer Lorge, to execute any and all necessary documents and take any and all necessary actions in furtherance of these resolutions as approved by the directors and shareholders of the Corporation on February 17, 2011.

SHAREHOLDERS:


Jennifer Lorge

DIRECTORS:


Jennifer Lorge

**UNANIMOUS WRITTEN ACTION OF THE GOVERNORS AND MEMBERS OF
SAFETY FEATURES IP, LLC**

THE UNDERSIGNED, representing all of the governors and members of Safety Features IP, LLC (the "Company"), a Minnesota limited liability company, hereby approve and ratify the following resolutions effective as of February 17, 2011:

WHEREAS, Jennifer Lorge is the sole member, governor and manager of the Company;
and

WHEREAS, the Company desires to enter into that certain Asset Purchase Agreement dated February 17, 2011, by and between the Company, Safety Features, Inc., and Trike Alternatives, LLC, a copy of which is attached hereto as Exhibit A, pursuant to which the Company and Safety Features, Inc., propose to sell substantially all of their respective assets to Trike Alternatives, LLC, for the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00); and

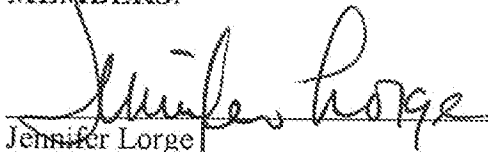
WHEREAS, the governors and members of the Company desire to approve and ratify these resolutions via written action in lieu of a meeting thereof and further desire to waive any notices that may be required for such a meeting by the Company's Operating Agreement or Minnesota Statutes Chapter 322B.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the members and governors hereby approve of the sale by the Company of substantially all of its assets to Trike Alternatives, LLC, pursuant to that certain Asset Purchase Agreement dated February 17, 2011, by and between the Company, Safety Features, Inc., and Trike Alternatives, LLC, a copy of which is attached hereto as Exhibit A, pursuant to which the Company and Safety Features, Inc., for the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00); and

RESOLVED FURTHER, that the governors and members of the Company approve and ratify these resolutions via written action in lieu of a meeting thereof and further waive any notices that may be required for such a meeting by the Company's Bylaws or Minnesota Statutes Chapter 302A; and

RESOLVED FURTHER, that the Company instructs its Chief Manager, Jennifer Lorge, to execute any and all necessary documents and take any and all necessary actions in furtherance of these resolutions as approved by the governors and members of the Company on February 17, 2011.

MEMBERS:


Jennifer Lorge

GOVERNORS:


Jennifer Lorge