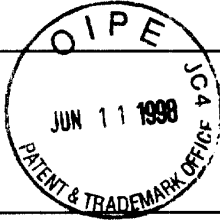


MRD
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06-19-1998



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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bismuth Cartridge, L.L.C.

- Individual
- General Partnership
- Corporation-State
- Other Limited Liability Company Texas

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

2. Name and address of receiving party(ies):

Bismuth Acquisition Corporation
6420 Wilshire Boulevard, 20th Floor
Los Angeles, CA 90048

- Individual (s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporate-State Texas
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

Additional name(s) & addresses(es) attached?

Yes No

3. Name of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 19, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

853,964
1,064,775
1,458,242
53,994
1,684,198
1,568,224

Additional numbers attached? Yes No

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

George R. Repper
Rothwell, Figg, Ernst & Kurz, P.C.
555 13th Street, N.W.
Suite 701-E
Washington, D.C. 20004

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): . . . \$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

06/18/1998 TTON11 00000136 853964

01 FC:481
02 FC:482

40.00 DP
125.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a True copy of the original document.

George R. Repper 31.414

Name of Person Signing

Signature

6-11-98

Date

Total number of pages including cover sheet, attachments and documents: 3

ATTACHMENT 1

Trademarks

1. "No-Tox" name, U.S. Reg. No. 1,811,510, registered December 14, 1993.
2. "The Bismuth Cartridge Co. No-Tox" and design, U.S. Reg. No. 1,833,780, registered May 3, 1994.
3. "No-Tox" stylized, U.S. Reg. No. 1,842,871, registered July 5, 1994.
4. Horse and Rider logo:
 - (a) U.S. Reg. No. 853,964, registered August 6, 1968
 - (b) U.S. Reg. No. 1,064,775, registered March 2, 1976
 - (c) U.S. Reg. No. 1,458,242, registered September 22, 1987
 - (d) Canada Reg. No. TMA442,959, registered May 19, 1995Rights to the above were granted to Seller under the Winchester Trademark Cross-License Agreement, dated January 1, 1997, by and between the Winchester Division of Olin Corporation and Bismuth Cartridge, L.L.C., as amended May 27, 1997.
5. "Winchester" name:
 - (a) U.S. Reg. No. 53,994, registered June 19, 1906
 - (b) U.S. Reg. No. 1,684,198, registered February 25, 1986
 - (c) U.S. Reg. No. 1,568,224, registered November 28, 1989
 - (d) Canada Reg. No. TMDA 17,737, registered December 3, 1912
 - (e) Canada Reg. No. TMA442,959, registered May 19, 1995 (stylized)Rights to the above were granted to Seller under the Winchester Trademark Cross-License Agreement, dated January 1, 1997, by and between the Winchester Division of Olin Corporation and Bismuth Cartridge, L.L.C., as amended May 27, 1997.
6. "Molyshot" name, filed in the U.S. Patent and Trademark Office March 15, 1996, registration pending.
7. "Molyshot" common law trademark, rights to which were granted to Seller under the Molyshot Patent and Know How License, dated April 28, 1995, between Kent Cartridge Manufacturing Company Limited and Bismuth Cartridge Company Incorporated.

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TRADEMARK
REEL: 1742 FRAME: 0846

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, We, Bismuth Cartridge, L.L.C., a Texas limited liability company doing business as "Bismuth Cartridge Company", have rights, title and/or interests in, to and/or under the trademarks, trademark applications and/or Trademark Registrations listed in Attachment 1 hereto; and

WHEREAS, Bismuth Acquisition Corporation, incorporated in the state of Texas, is desirous of acquiring the rights, title and/or interests in, to and/or under the trademarks, trademark applications and/or Trademark Registrations listed in Attachment 1 as successor to the business of Bismuth Cartridge, L.L.C.;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said Bismuth Cartridge, L.L.C. does hereby assign unto the said Bismuth Acquisition Corporation all rights, title and interests in and/or to the trademarks, trademark applications and Trademark Registrations listed in Attachment 1 hereto, together with all rights of past infringement and the good will of the business symbolized by said trademarks, and the applications and/or registrations thereof, and together with the entire business associated with any said trademarks which are the subject matter of an intent-in-use applications.

BISMUTH CARTRIDGE, L.L.C.

4/19/98
Date

By: [Signature]

William S. Montgomery, Jr.
Typed Name

[Signature]
Witness

President
Title