

10-27-98



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To the Honorable C

10-27-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #33

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying

Knight & Hale Gam. Co., Inc.

Knight & Hale Game Calls, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Kentucky**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **October 6, 1998**

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

Name: **EBSCO Industries, Inc.**

Internal Address: **P.O. Box 1943**

Street Address:

City: **Birmingham** State: **AL** ZIP: **35201**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,957,768	1,789,536	1,786,865
1,568,562	1,473,326	

Additional numbers Yes No

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

Name: **Robert J. Veal**

Internal Address: **VEAL & ASSOCIATES**

1/20/1998 DMGUYEN 00000172 1957768

1 FC:481 40.00 OP
2 FC:482 100.00 OP

Street Address: **200 Cahaba Park Circle**

Suite 125

City: **Birmingham** State: **AL** ZIP: **35242**

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ **200.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Refund Ref:
1/20/1998 DMGUYEN 0000066959

DO NOT USE THIS SPACE

HDB

9. Statement and signature. **CHECK Refund Total: \$60.00**

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.

Robert J. Veal, Registration No. 30,895

Name of Person Signing

Signature

October 21, 1998

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

ASSIGNMENT OF TRADEMARKS

WHEREAS, Knight & Hale Game Calls, Inc., a Kentucky corporation (hereinafter assignor), of 5732 Canton Road, P.O. Drawer 670, Cadiz, Kentucky, is the owner of the trademarks listed below:

WHEREAS, EBSCO Industries, Inc., a Delaware corporation (assignor), of Post Office Box 1943, Birmingham, Alabama 35201, is desirous of acquiring the entire interest of assignor in and to the following trademarks; and the good will of the business assets herewith.

EXTEND-A-TONE trademark, U.S. Registration No. 1,957,768, dated February 20, 1996;
DUELING HENS trademark, U.S. Registration No. 1,789,536 dated August 24, 1993;
FIGHTING PURR trademark, U.S. Registration No. 1,786,865 dated August 10, 1993;
HYPER-VENTILATOR trademark, U.S. Registration No. 1,568,562 dated November 28, 1989; and,
DOUBLE CLUCK trademark, U.S. Registration No. 1,473,326 dated January 19, 1988; AND,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, assignor, by these presents does sell, assign and transfer unto the said assignee all of its right, title and interest in and to the said trademarks described above, together with the goodwill of the business symbolized by said trademarks and registrations thereof, the same to be held and enjoyed by the said assignee, for its own use and benefit and that of its successors, assigns and legal representatives, to the full end of the term for which said trademarks are granted, as fully and entirely as the same would have been held had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives, subject to the rights of any licensees under any existing license agreements to which assignor is a party or to the obligations under which EBSCO may have succeeded or to which its right in said trademarks is subject and subject further to any obligations to said licensees which assignor may have; and said assignor does hereby covenant and agree with the said assignee to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said trademarks, claims for damages by reason of past infringement and right to sue and collect therefor to assignee.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed at Cadiz, Kentucky as of this 6th day of October, 1998.

KNIGHT & HALE GAME CALLS, INC.

Assignor

By: [Signature]
Its: Vice President

ATTEST:

By: [Signature]
Its: General Manager

STATE OF KENTUCKY)

COUNTY OF Jigg)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David E Hale, whose name as Vice Pres of Knight & Hale Game Calls, Inc., a corporation organized under the laws of the State of Kentucky, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6 day of October, 1998.

Missy Thomas

My commission expires _____

(NOTARIAL SEAL)

NOTARY PUBLIC, KENTUCKY STATE AT LARGE
MY COMMISSION EXPIRES JULY 24, 2000