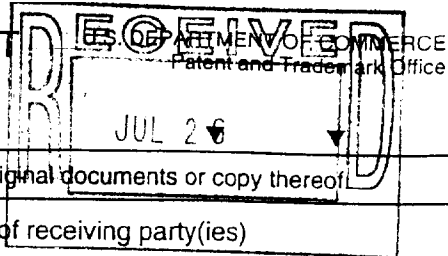


07-28-1999



101101643

CORDATION FORM COVER SHEET
TRADEMARKS ONLY



Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

H&D Acquisition Company

M 10 7-26-99

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

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

3. Nature of conveyance:

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

Execution Date: June 24, 1999

2. Name and address of receiving party(ies)

Name: Branch Banking & Trust Company

Internal Address: Attn: Steven Hart, PO Box 1009

Street Address: 514 S.E. Greenville Blvd.

City: Greenville State: NC ZIP: 27835

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

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

- A. Trademark Application No.(s)
- 75/390,262 (Pending)
 - 75/389,934 (Pending)
 - 75/396,510 (Pending)

- B. Trademark Registration No.(s)
- 1,526,185
 - 2,160,705
 - 2,159,088

Additional numbers attached? Yes No

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

Name: L. Patrick Fleming, Jr.

Internal Address:

Connor, Bunn, Rogerson, & Woodard

P.O. Drawer 3299

Street Address:

2514 West Nash Street

City: Wilson State: NC ZIP: 27895

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:

(Attach duplicate copy of this page if paying by deposit account)

07/27/1999 MTHAI1 00000225 75390262

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:481 Statement and signature. 125.00 OP

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.

L. Patrick Fleming, Jr.
Name of Person Signing

L. Patrick Fleming, Jr.
Signature

7-22-99
Date

Total number of pages including cover sheet, attachments, and document: 5

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS made as of the 24 day of June, 1999, between OVERTON'S INC., a North Carolina corporation with offices located at 111 Red Banks Road, Greenville, North Carolina, H & D ACQUISITION COMPANY, a North Carolina corporation with offices located at 111 Red Banks Road, Greenville, North Carolina, and N. W. HUNTING, INC., a North Carolina corporation with offices located at 111 Red Banks Road, Greenville, North Carolina, (referred to collectively as the "Assignors") and BRANCH BANKING AND TRUST COMPANY, a North Carolina Banking Corporation with offices located at 223 W Nash Street, Wilson, North Carolina 27893 ("Lender").

RECITALS:

The Assignors and the Lender have entered into a Loan Agreement (as hereinafter defined), whereby the Lender has agreed to make certain loans to Overton's Inc., H & D Acquisition Company, Decoy, Inc., and N. W. Hunting, Inc. subject to the terms and provisions of such Loan Agreement.

The Trademarks (as hereinafter defined) have been adopted, used and are being used by the Assignors as set forth on Exhibit A which is attached hereto and incorporated herein by reference.

In order to induce the Lender to enter into the Loan Agreement, the Assignors desire to grant a continuing lien and security interest in, to and under the Trademarks to the Lender.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Assignors and the Lender hereby agree as follows:

1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following terms shall have the following meanings unless the context indicates a contrary meaning or intent:

(a) "Event of Default" shall mean an "Event of Default" as such term is defined in the

Loan Agreement.

(b) "Loan Agreement" shall mean that certain Loan Agreement dated June 24, 1999

between the Assignors and the Lender.

(c) "Obligations" shall mean all past, present and future indebtedness, liabilities and obligations of any or all of the Assignors to the Lender of any nature whatsoever, including, without limitation, the Liabilities (as defined in the Loan Agreement).

(d) "Trademarks" shall mean the Trademarks which are listed on Exhibit "A", which Trademarks are registered in the United States Patent and Trademark Office. The term "Trademarks" as used herein shall include any patents or servicemarks listed on Exhibit "A".

2. Assignment. The Assignors hereby grant to the Lender, its successors and assigns, as security for the payment and performance of the Obligations, a continuing security interest in and a continuing lien on, to and under (i) the Trademarks, (ii) the goodwill of the business symbolized by the Trademarks and (iii) the registration of the Trademarks with the United States Patent and Trademark Office.

3. Warranties and Representations of Assignor. The Assignors represent and warrant that:

(a) The Trademarks and the rights associated with the registration thereof with the United States Patent and Trademark Office are, or upon their acquisition by Assignors, will be solely and exclusively owned by the Assignors and have not heretofore been assigned, conveyed or transferred by the Assignors;

(b) The Assignors have the right to make this Assignment as to those Trademarks which they each own as indicated on Exhibit A; and

(c) This Assignment will not violate any other agreement to which any of the Assignors are a party or by which the assets of any of the Assignors are bound.

4. Obligations of Lender. It is understood that this Assignment shall not impose, and Lender shall not have, any duty or responsibility with respect to any registration, renewal, protection,

maintenance, or any other matters related to the Trademarks.

5. Termination. This Assignment shall terminate and Lender shall reassign all of its right, title and interest in the Trademarks to Assignors promptly upon the payment and performance in full by the Assignors of all Obligations.

IN WITNESS WHEREOF, the Assignors and the Lender have executed this Assignment under seal on the day and date first appearing above.

ASSIGNORS:

OVERTON'S INC., a North Carolina corporation

By: *D. Parker Overton, President*

ATTEST:

Becky H. Overton

H & D ACQUISITION COMPANY, a North Carolina corporation

By: *Larry W. Carroll, PRESIDENT*

ATTEST:

Becky H. Overton

N. W. HUNTING, INC., a North Carolina corporation

By: *Larry W. Carroll, PRESIDENT*

ATTEST:

Becky H. Overton

LENDER:

BRANCH BANKING AND TRUST COMPANY, a North Carolina Banking corporation

By: *John Crabtree, SR*

ATTEST:

~~*Becky H. Overton*~~
Steven J. Hart
ASST. SECR.

S3147

H&D ACQUISITION COMPANY

Trademarks

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
75/390,262 (Pending)	US	11/14/97	DUNN'S
75/389,934 (Pending)	US	11/14/97	DUNN'S SINCE 1950 AND DESIGN
75/396,510 (Pending)	US	11/26/97	DUNN'S SUPPLY CATALOG SINCE 1950 AND DESIGN -
1526185	US	2/21/89	HERTER'S
2,160,705	US	5/26/98	QUALITY WATERFOWL DECOYS RESTLE SINCE 1947
2,159,088	US	5/19/98	RESTLE

Patents

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Patent/Description</u>
5,284,173	US	Filed 10/23/82 Issued 2/8/94	Automatic continuous self- draining, self-cleaning and self- replenishing apparatus and system for watering stock
08/948,561 (Pending)	US	Filed _____; Initial application rejected	Hunting Decoy making and method of same

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