

10-22-1999



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10-20-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip-Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/21/1999 NTHA11 00000189 691222

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 525.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001978 FRAME: 0001

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="691222"/>	<input type="text" value="973886"/>	<input type="text" value="1086085"/>
<input type="text" value="1136938"/>	<input type="text" value="1162094"/>	<input type="text" value="1168555"/>
<input type="text" value="1168556"/>	<input type="text" value="1168557"/>	<input type="text" value="1168558"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Erica Peterson

*Erica Peterson*

10/2/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual    General Partnership    Limited Partnership    Corporation    Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual    General Partnership    Limited Partnership

Corporation    Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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1186002	1177438	1196900
1226367	1301884	1306227
1409627	1409629	1499756
1770202	1813037	1858722
1882342	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

ASSIGNMENT OF  
TRADEMARKS AND TRADEMARK APPLICATIONS

THIS ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS (this "Agreement") is entered into as of October 1, 1999, by and among BA Acquisition, LLC, a Delaware limited liability company (the "Buyer"), and Bear Archery, Inc., a Delaware corporation, (the "Selling Party").

R E C I T A L S:

WHEREAS the Selling Party and the Buyer are parties to a certain Master Transaction Agreement dated as of October 1, 1999, (the "Master Transaction Agreement"), under the terms of which the Selling Party agrees to sell and transfer, and the Buyer agrees to purchase, the Acquired Assets (as such term is defined in the Master Transaction Agreement);

WHEREAS the Selling Party owns the United States and foreign trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks constitute part of the Acquired Assets; and

WHEREAS, pursuant to the Master Transaction Agreement, Buyer desires to obtain all of the Selling Party's right, title and interest in, to and under said Trademarks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Selling Party, the Selling Party hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of the Selling Party's right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements of the Trademarks and to fully and entirely stand in the place of the Selling Party in all matters related thereto.

The Selling Party hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Agreement to Buyer. The Selling Party hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest.

The Selling Party hereby covenants that it has full right to convey the entire interest herein assigned, and that the Selling Party has not executed, and will not execute, any agreement inconsistent herewith.

The Selling Party, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Selling Party will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Trademarks, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

The Selling Party hereby constitutes and appoints the Buyer and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of the Selling Party but on behalf of and for the benefit of the Buyer and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Selling Party or otherwise, for the benefit of the Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which the Buyer or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Trademarks, and to do all acts and things in relation to such assets which the Buyer or its successors or assigns reasonably deem desirable.

In the event that any provision of this Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

In the event that any provision of this Agreement is construed to conflict with a provision in the Master Transaction Agreement, the provision in the Master Transaction Agreement shall be deemed to be controlling.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Selling Party and the Buyer. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

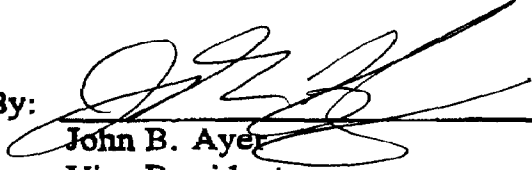
This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

*(Signature page follows.)*

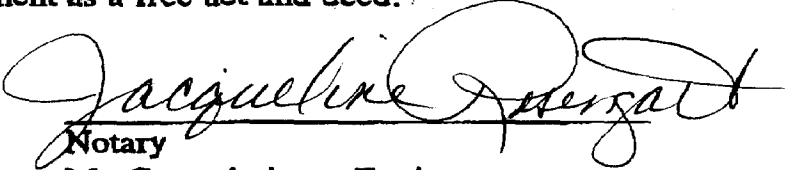
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**BEAR ARCHERY, INC.**

By:   
John B. Ayer  
Vice President


STATE OF )  
                  ) ss.  
COUNTY OF )

On this, the 30<sup>th</sup> day of September, 1999, before me appeared John B. Ayer, the person who signed this instrument, who acknowledged that he is a Vice President of Bear Archery, Inc. and that he signed such instrument as a free act and deed.

  
Notary  
My Commissioner Expires:

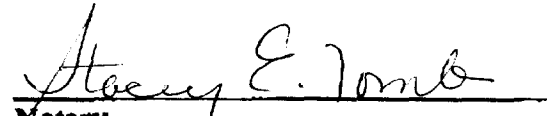
JACQUELINE ROSENGART  
Notary Public, State of New York  
No. 01RO5087454  
Qualified in Suffolk County  
Commission Expires Nov 3, 1999

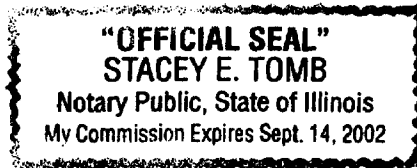
**BA ACQUISITION, LLC**

By:   
 Name: \_\_\_\_\_  
 Title: President

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On this, the 1<sup>st</sup> day of October, 1999, before me appeared Charles L. Palmer, the person who signed this instrument, who acknowledged that he/she is a President of BA Acquisition, LLC and that he/she signed such instrument as a free act and deed.

  
 Notary  
 My Commissioner Expires:





10/07/99 THU 17:46 FAX

M W &amp; E 55 FLOOR

007

## Schedule I

**TRADEMARKS AND TRADEMARK APPLICATIONS**United States

TRADEMARK	NUMBER
Bear	691,222
Jennings	973,886
Black Bear Hunter	1,086,085
Bear	1,136,938
Brown Bear	1,162,094
Formula Bronze	1,168,555
Bear Starfire	1,168,556
Formula Target by Bear	1,168,557
Formula Target by Bear	1,168,558
Hunter	1,186,002
Bear Hug Bow Quiver	1,177,438
Bear Charger	1,196,900
Bear Tite	1,226,367
Panda	1,301,884
Shur-Hit	1,306,227
Unistar	1,409,627
Devastator	1,409,629
Sun Bear	1,499,756
Carbon Extreme	1,770,202
Uniforce	1,813,037
Hatchet	1,858,722
Unitech	1,882,342

RECORDED: 10/20/1999

TRADEMARK  
REEL: 001978 FRAME: 0009