

12/27/99

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To the Honorable Commissioner of Patents and

101250917

nal documents or copy thereof.

1. Name of conveying party(ies):

Sportsman's Quest, Inc.

27

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

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

2. Name and address of receiving party(ies)

Name: Cabela's Incorporated

Internal Address:

Street Address: One Cabela Drive

City: Sidney State: NE ZIP: 69160

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Nebraska, 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

3. Nature of conveyance:

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

Execution Date: 12/15/99

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 1,898,312, 1,897,215, 2,136,370, 1,977,446

Additional numbers attached? Yes No

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

Name: Roberta L. Christensen

Internal Address: Koley, Jessen

Daubman & Rupiper P.C.

Street Address: 1125 S. 103rd St.

One Pacific Place, Suite 800

City: Omaha State: NE ZIP: 68124

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-0771

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

01/21/2000 DNGUYEN 00000135 1898312

FC:481 40.00 OP, FC:482 75.00 OP

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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.

Roberta L. Christensen

Name of Person Signing

Roberta L. Christensen

Signature

12/20/99

Date

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

2

ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of December 15, 1999, by SPORTSMAN'S QUEST, INC., a Nebraska corporation ("Assignor") in favor of CABELA'S INCORPORATED, a Nebraska corporation ("Assignee").

WHEREAS, Assignee desires to acquire all right, title and interest in and to the service marks listed below; and

WHEREAS, Assignor, as the owner of all such right, title and interest, has agreed to assign same to Assignee.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the following marks, together with the goodwill of the business associated with or symbolized by such marks and the registrations for such marks as issued by the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
Sportsmans Quest	1,898,312	06/06/95
North American Walleye Anglers	1,897,215	05/30/95
North American Sporting Clays	2,136,370	02/10/98
North American Bowhunters	1,977,446	05/28/96

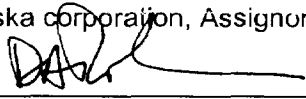
Assignor further assigns to Assignee all claims for damages arising out of or relating to past or continuing infringement of the marks, if any, with the right to sue for and collect such damages.

Assignor hereby covenants that it has full right, power, and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that it will, upon request, and without charge to Assignee, execute and deliver to Assignee any further documents and instruments, and take all other lawful acts as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce the full benefits of the rights herein assigned.

This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska, shall be binding upon Assignor and its successors, assigns or other legal representatives, and shall inure to the benefit of Assignee and its successors or assigns.

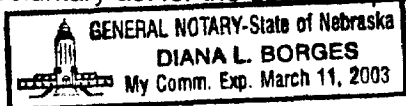
IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized officer as of the date first written above.

SPORTSMAN'S QUEST, INC.
a Nebraska corporation, Assignor

By: 
David A. Roehr, Vice President

STATE OF NEBRASKA)
)ss.
COUNTY OF CHEYENNE)

Before me, a Notary Public in and for the County and State aforesaid, appeared David A. Roehr, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.




Notary Public