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

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



01-26-2000

U.S. Patent

02-25-2000



RE

ET

TO: The Commissioner of Patents and

original document(s) or copy(ies).

101275844

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12/10/1998

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01/13/2000

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)

02/25/2000 DNGUYEN 00000008 75411244

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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: 002025 FRAME: 0935

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" value="75/411,244"/>	<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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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.

Valerie du Laney

January 26, 2000

Name of Person Signing

Signature

Date Signed

**NUNC PRO TUNC
QUIT CLAIM ASSIGNMENT OF TRADEMARK**

WHEREAS, JNL Trading Company, a New York corporation, having a place of business at 307 Seventh Avenue, Suite 2104, New York, NY 10001 (hereinafter "Assignor"), is the owner of certain interests in and to the trademark "NIGHT OWL OPTICS NIGHT VISION and Design" (hereinafter "The Mark") together with all goodwill of the business symbolized by The Mark and pending U.S. Application Serial No. 75/411,244 (hereinafter "The Application"); and

WHEREAS, B.E. Meyers & Co., Inc., a Washington corporation, having a place of business at 17525 N.E. 67th Ct., Redmond, Washington 98052 (hereinafter "Assignee") is desirous of acquiring any and all right, title and interest of Assignor in, to and under The Application, The Mark, and the goodwill of the business symbolized by The Mark;

WHEREAS, in compliance with 15 U.S.C.A. § 1060 of the Trademark Laws of the United States, Assignee designates the below-listed attorneys as its agent for service of process and notices:

Miller Nash LLP
Attention: Valerie du Laney
4400 Two Union Square
601 Union Street
Seattle, Washington 98101-2352;

NOW, THEREFORE, in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby mutually acknowledged, Assignor covenants to and hereby does irrevocably sell, assign, transfer and convey unto Assignee, its successors and assigns, nunc pro tunc effective as of December 10, 1998, any and all such worldwide right, title and interest, if any, as Assignor may

hold in and to: (a) The Mark and all goodwill of the business symbolized by The Mark; (b) any and all issued and/or pending registrations of The Mark, whether state, federal or foreign including without limitation The Application; (c) all common law rights in, to and under The Mark; (d) any and all other rights in, to and under The Mark including without limitation any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to The Mark and/or the goodwill of the business symbolized by The Mark; and (e) all claims or causes of action Assignor has or may have in connection with The Mark, including, but not limited to, the right to sue and recover damages for any and all past infringements of The Mark.

Assignor and Assignee acknowledge and agree that Assignor has not made and does not hereby make any representations and/or warranties of any kind relating to the Mark, the Application, and/or any goodwill symbolized by the Mark, including, without limitation, any representations and/or warranties of title and/or against infringements. Further, this instrument shall not operate to either modify any provision of a certain Settlement, License and Mutual Release Agreement made and effective between Assignor and Assignee as of December 10, 1998 nor to waive, cancel, alter, enlarge, or abridge any of the respective rights and duties of the parties under same.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue to Assignee any Certificate of Registration to issue on the Application.

WITNESSETH my hand this 13th day of ~~December~~ ^{January} 2000, 1999.

JNL TRADING COMPANY, INC.

By: [Signature]
Jeffrey N. Lew, President

STATE OF NEW YORK)
) SS:
COUNTY OF New York)

On the 12th day of ~~December~~ ^{January} 2000 in the year 1999 before me personally came Jeffrey N. Lew, to me known, who, being by me duly sworn, did depose and say that he resides in 307 7th Ave #2104 NYC; that he is the President of JNL Trading Company, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

IGNATIUS CHIBUTUTU
Notary Public, State of New York
No. 02CH5030069
Qualified in New York County
Commission Expires 07/05/2000

[Signature]
Notary Public

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