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02/07/00

05-24-2000

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

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



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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

- 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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Societe Generale Execution Date
Month Day Year 10 01 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other French banking organization
- Citizenship/State of Incorporation/Organization France

Receiving Party

Mark if additional names of receiving parties attached

Name Bear Archery, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4600 Southwest 41st Boulevard

Address (line 2) _____

Address (line 3) Gainesville, FL 32608
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

02/04/2000 DNGUYEN 00000159 691225

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
1625.00 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: 002075 FRAME: 0102

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)

RETURN TO

Federal Research Corp

400 Seventh St NW

Washington DC 20004

Suite 101

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)

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

12/3/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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Trademark Application Number(s)

Registration Number(s)

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1489221	1187964	1412472
1177438	1186002	1338134
1168558	1226367	1087000
1342858	1469216	1086088
1162094	1770202	1711907
1219243	1409829	1204674
1680602	1472485	1306908

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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Patent and Trademark Office
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Registration Number(s)

1108555	1261700	1168558
1168567	1708391	891224
1198802	1855722	973886
1169471	1113240	808824
1196898	1 582 258	1801884
1611384	1582358	1318335
895598	1306227	1499758

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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Other

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

Registration Number(s)

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<input type="text" value="1305172"/>	<input type="text" value="1469218"/>	<input type="text" value="1469219"/>
<input type="text" value="1467551"/>	<input type="text" value="1813037"/>	<input type="text" value="1076041"/>
<input type="text" value="1408627"/>	<input type="text" value="1882342"/>	<input type="text" value="1469217"/>
<input type="text" value="1473333"/>	<input type="text" value="1738458"/>	<input type="text" value="1086085"/>
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RELEASE OF SECURITY Interest IN INTELLECTUAL PROPERTY

AGREEMENT, dated as of October 1, 1999 by and between Bear Archery, Inc., a Delaware corporation, (the "Grantor"), and Société Générale, a French banking organization acting through its New York branch (the "Lender").

WHEREAS, pursuant to the terms of the Loan and Security Agreement dated as of December 30, 1997 among the Grantor, HRC Properties, Inc. and the Lender, as amended from time to time and now in effect (the "Loan Agreement"), the Grantor and the Lender entered into an Intellectual Property Security Agreement dated as of December 30, 1997, as amended from time to time and now in effect (the "Security Agreement"), pursuant to which the Grantor, in order to secure the payment, performance and observance of the Grantor's obligations to the Lender under the Loan Agreement, granted the Lender a security interest in all of the Grantor's Intellectual Property Collateral (as defined in the Security Agreement); and

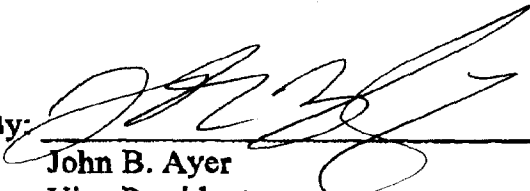
WHEREAS, the Grantor has requested that the Lender release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, in order to induce the Lender to release its security interest in the Intellectual Property Collateral and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Lender agree as follows:

1. Pursuant to the Security Agreement, the Grantor has assigned to the Lender for collateral purposes and has granted to the Lender a security interest in, among other things, the Intellectual Property Collateral.
2. The Lender hereby releases its security interest in the Intellectual Property Collateral.
3. The Security Agreement and all of the obligations of the parties thereto are hereby canceled and terminated, except for those provisions which, by their terms, survive the repayment of the obligations secured by the Security Agreement and the termination of the Security Agreement.
4. The Lender hereby agrees to execute and deliver, at the expense of the Grantor, all such other instruments and other documents and take such further actions as may be necessary to carry out the release of the Intellectual Property Collateral, including cancellation of the Security Agreement by written notice, executed on behalf of the Lender, to the U.S. Patent and Trademark Office and the U.S. Copyright Office.
5. 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.
6. This Agreement shall be governed by the laws of the State of New York without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BEAR ARCHERY, INC.

By: 

John B. Ayer
Vice President

SOCIÉTÉ GÉNÉRALE, NEW YORK BRANCH

By: _____
Name:
Title:

STATE OF)
) ss.
 COUNTY OF)

On this, the ____ day of _____, 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.

Jacqueline Rosengart
 Notary
 My Commissioner Expires:

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

STATE OF)
) ss.
 COUNTY OF)

On this, the ____ day of _____, 1999, before me appeared _____, the person who signed this instrument, who acknowledged that he/she is _____ of Société Générale and that he/she signed such instrument as a free act and deed.

 Notary
 My Commissioner Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BEAR ARCHERY, INC.

By: _____
John B. Ayer
Vice President

SOCIÉTÉ GÉNÉRALE, NEW YORK BRANCH

By: _____
Name: _____
Title: **Cynthia A. Jay
Managing Director**

STATE OF)
COUNTY OF) ss.

On this, the ___ day of _____, 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:

STATE OF NY)
COUNTY OF Queens) ss.

On this, the 12th day of October, 1999, before me appeared Cynthia Jay, the person who signed this instrument, who acknowledged that he/she is Managing Director of Société Générale and that he/she signed such instrument as a free act and deed.

PADMINI K. SEERAM
Notary Public, State of New York
No. 41-5006881
Qualified in Queens County
Commission Expires January 11, 2001

Padmini Seeram
Notary Padmini Seeram
My Commissioner Expires: 01/11/2001

EXHIBIT A

**BEAR ARCHERY INC.
LIST OF TRADEMARKS**

<u>TRADEMARK</u>	<u>TRADEMARK NUMBER</u>
Alaskan	691,225
Alaskan II	1,511,870
Bear	691,222
Bear (Bowfishing Equipment)	1,136,938
Bear Blacktail Hunter	1,110,899
Bear Bruin	1,499,755
Bear Charger	1,196,900
Bear Claw (Tree Slepá)	1,300,183
Bear Country	1,413,248
Bear Cub	1,489,221
Bear Denim	1,187,964
Bear Flare	1,412,472
Bear Hug Bow Quiver	1,177,438
Bear Hunter	1,186,002
Bear Lighttarget II	1,338,134
Bear Starfire	1,168,558
Bear Tile	1,226,367
Bear TD & Design	1,087,000
Blotech & Design	1,342,858
Black Bear Hunter	1,088,085
Black Lightning	1,469,216
Black Bear Magnum	1,086,088
Brown Bear	1,162,094
Carbon Extreme	1,770,202
Carbon Express	1,711,907
Custom Kodiak T/D	1,219,243
Devastator	1,409,829
Delta-V & Design	1,204,674

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<u>TRADEMARK</u>	<u>TRADEMARK NUMBER</u>
First Strike	1,680,602
Forked Lightning	1,472,485
Formula Futureglas	1,306,908
Formula Bronze & Design	1,108,555
Formula Gold	1,261,700
Formula Silver & Design	1,168,558
Formula Target & Design	1,168,567
Gale Force	1,708,391
Grizzly	891,224
Grizzly II	1,198,802
Hatchet	1,855,722
Jennings	973,886
Kodiak Special	1,169,471
Lighttarget	1,113,240
Little Bear	808,824
Metric Mag	1,196,898
Mini-Magnum	1,582,258
Panda	1,801,884
Powerstroke	1,611,384
Pro Specialist	1,582,358
Pronghorn Hunter	1,318,335
Razorhead	895,598
Shur-Hit	1,306,227
Sun Bear	1,499,758
Super Bearglas	1,230,053
Super Magnum "44"	1,689,537
T-Star XL	1,472,488
Tamberlane	1,305,172
Tamberlane III	1,469,218
Tamberlane Special	1,469,219
Teleclick	1,467,551
Uniforce	1,813,037

<u>TRADEMARK</u>	<u>TRADEMARK NUMBER</u>
Unistar	1,408,627
Unitech	1,882,342
Weathers	1,076,041
Whitetail II	1,473,333
Whitetail Legend	1,738,458
Woodstar SP	1,469,217