

FORM PTO-1618A
Expires 06/30/99
OMB0651-0027

12-14-2000

S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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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

☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☐ Other

Effective Date
Month Day Year
10/31/00

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

10/31/00

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
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domestic representative should be attached.
(Designation must be a separate document
from Assignment.)

FOR OFFICE USE ONLY

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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

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FEB 12 2001 R MYR PLLC TRADEMARK

REEL: 002197 FRAME: 0036

Domestic Representative Name and Address

Enter for the first Receiving Party Only.

Name N/A

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (919) 286-8000

Name Steven D. Thomas

Address (line 1) Moore & Van Allen PLLC

Address (line 2) 2200 West Main Street

Address (line 3) Suite 800

Address (line 4) Durham, North Carolina 27705

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

3

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)

<u></u>	<u></u>	<u></u>	<u>1,915,198</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

Number of Properties Enter the total number of properties involved.

1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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:

13-4365

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.

Steven D. Thomas

Name of Person Signing

Steven D. Thomas
Signature

February 21, 2001
Date Signed

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") made and entered into this 31st day of October, 2000 by and among BRS INVESTMENTS, INC. (the "Assignor"), and HENRY'S TACKLE, LLC, (the "Assignee").

RECITALS

Pursuant to that certain Contribution Agreement dated October 31, 2000 (the "Contribution Agreement") by and among the Assignee, Assignor and the others party thereto, the Assignor has agreed to sell and the Assignee has agreed to purchase the registered trademark, servicemark and tradename "Invincible" (the "Trademark").

COVENANTS

NOW, THEREFORE, in consideration of the premises hereof, and the other good and valuable consideration delivered pursuant to the Contribution Agreement the receipt and sufficiency of which are hereby acknowledged, the Assignee and Assignor hereby agree as follows:

1. Assignment of Trademark. The Assignor hereby assigns, and the Assignee hereby accepts assignment of, all of the Assignor's worldwide right, title and interest in and to the Trademarks set out below, together with all of the goodwill of the business associated with the use of and symbolized by the Trademarks; and together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of any of the Trademarks prior to the date hereof, with the same right to sue for, and collect the same for the Assignee's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives:

"Invincible", Reg. No 1,915,198

Such Trademark is assigned to Assignee subject to the security interest therein granted to First Union Commercial Corporation as Agent for First Union National Bank and other lenders pursuant to the terms of Assignee's and Subsidiaries' obligations to such lenders as evidenced by the Credit Facility (the "First Union Security Interest").

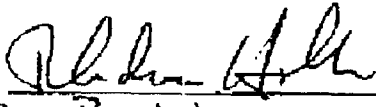
Assignor represents and warrants that it has good, valid and marketable title to such Trademark, free and clear of all liens, claims, security interests, encumbrances and adverse rights or interests, except for the First Union Security Interest, and acknowledges and agrees that it will forever warrant and defend said title against the claims and demands of any and all persons, except those claims and demands of the holder of the First Union Security Interest.

2. Further Action. The Assignor and the Assignee further agree to do and perform all such acts and things, and execute such instruments as may be necessary or appropriate to implement the assignment of the Trademark as contemplated herein, including without limitation, filing by the Assignor of this Assignment with the United States Patent and Trademark Office to evidence this assignment.

3. Construction. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Contribution Agreement.

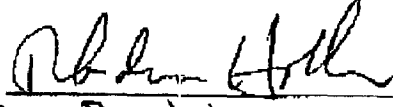
IN WITNESS WHEREOF the Assignee and the Assignor have caused this Agreement to be duly executed and sealed in their name by their duly authorized representatives, this ____ day of October, 2000.

HENRY'S TACKLE, LLC

BY: 
TITLE: President

(SEAL)

BRS INVESTMENTS, INC.

BY:  (SEAL)
TITLE: President