

12-22-2000



101560276

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

12-16-00

MLO  
12.21.00

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

Merger  
Effective Date  
Month Day Year  
10-31-2000

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Henry's Tackle, LLC

10-31-2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization North Carolina

Receiving Party

Mark if additional names of receiving parties attached

Name Big Rock Sports, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 173 Hankinson Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Newport

North Carolina

28570

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

12/22/2000 DNGUYEN 00000016 1915198

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40.00 DP

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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

**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 STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

**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="1915198"/>	<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"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

LISA BOARD

Name of Person Signing

*Lisa Board*

Signature

12/18/2000

Date Signed

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") made and entered into this 31 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 "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 right, title and interest in and to the following Trademark:

"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.

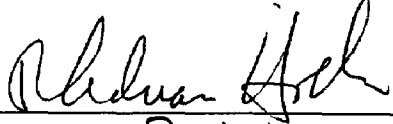
2. Further Action. The Assignor and the Assignee further agree to do and perform all such acts and things as may be necessary or appropriate to implement the assignment of the Trademark as contemplated herein, including without limitation, filing by the Assignor of this Assignment with the United States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

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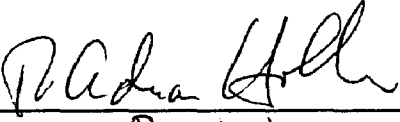
**IN WITNESS WHEREOF** the Assignee and the Assignor have caused this Agreement to be duly executed and sealed in their name by their duly authorized representatives, this 31 day of October, 2000.

**HENRY'S TACKLE, LLC**

BY:   
TITLE: President

(SEAL)

**BRS INVESTMENTS, INC.**

BY:  (SEAL)  
TITLE: President