

05-04-2001



101700400

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.23.01

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 Change of Name
 - Other Confirmation of Assignment
- Effective Date
Month Day Year

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

Mark if additional names of receiving parties attached

Name

DBA/AK/A _____

Composed of _____

Address (line 1)

Address (line 2) _____

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- 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.)

FOR OFFICE USE ONLY

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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="691,225"/>	<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.

MILTON WOLSON

Milton Wolson

3/7/01

Name of Person Signing

Signature

Date Signed

**CONFIRMATION OF ASSIGNMENT
OF UNITED STATES TRADEMARK REGISTRATION**

WHEREAS, W.K. 55 INC., a Delaware corporation, was the owner of the United States trademark registration listed on the annexed Schedule A; and

WHEREAS, on November 10, 1982, W.K. 55 INC. changed its name to KIDDE RECREATION PRODUCTS, INC.; and

WHEREAS, on March 24, 1988, KIDDE RECREATION PRODUCTS, INC. merged into KIDDE, INC., a Delaware corporation (KIDDE-1) (Exhibit 1); and

WHEREAS, pursuant to merger dated March 31, 1988, KIDDE-1 merged into BLOOM-1 INC., a Delaware corporation, and the name of BLOOM-1 INC. was changed to KIDDE, INC. (KIDDE-2) (Exhibit 2); and

WHEREAS, pursuant to merger dated March 31, 1988, KIDDE-2 merged into HIMP-2 INC., a Delaware corporation, and the name of HIMP-2 was changed to KIDDE, INC. (KIDDE-3) (Exhibit 3); and

WHEREAS, on April 2, 1988, HKID 32 INC., a Delaware corporation, acquired from KIDDE-3 all right, title and interest in and to the United States trademark registration listed on Schedule A (Exhibit 4); and


WHEREAS, on April 4, 1988, the name HKID 32 INC. was changed to BEAR ARCHERY, INC., a Delaware corporation (Exhibit 5).

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt of which is acknowledged, KIDDE, INC. (KIDDE-3) has, as of April 2, 1988, assigned and

transferred and does hereby confirm said assignment and transfer and does hereby sell, assign and transfer unto HKID 32 INC., its successors, assigns or other legal representatives, all right, title and interest in and to the said trademark registration listed on Schedule A.

KIDDE, INC.

Dated: January 29, 2001

By 
George H. Hempstead, III
Vice-President

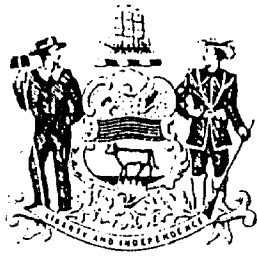
SCHEDULE A

United States Trademark Reg. No. 691,225

“ALASKAN”

BEA-68

EXHIBIT 1

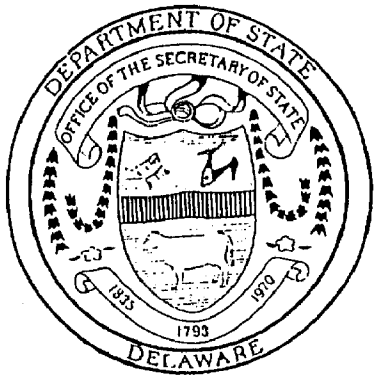


State of DELAWARE



Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of _____ Ownership _____
filed in this office on _____ March 24, 1988 _____



Michael Harkins

Michael Harkins, Secretary of State
BY: *J. Wallis*

DATE: December 5, 1990

888 084063

FILED

MAR 24 1988

11:06 am
Habit Habibi
SECRETARY OF STATE

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
KIDDE RECREATION PRODUCTS, INC.
INTO
KIDDE, INC.

* * * * *

UNDER SECTION 253 OF THE
GENERAL CORPORATION LAW

* * * * *

Kidde, Inc., a corporation organized and existing under the laws of Delaware, hereby certifies, pursuant to Section 283 of the General Corporation Law of the State of Delaware, as follows:

FIRST: That this corporation was incorporated on March 15, 1968, under the name of W.K. 3 Corporation, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Kidde Recreation Products, Inc., which was incorporated on July 15, 1981 pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, pursuant to the following resolutions duly adopted by its Board of Directors, by the unanimous written consent thereof filed with the minutes of the Board of Directors, on the 22nd day of March, 1988 determined to and did merge into itself said Kidde Recreation Products, Inc.:

RESOLVED, that to effect the liquidation of Kidde Recreation Products, Inc. (the "merged corporation") pursuant to its plan of liquidation and dissolution dated November 10, 1987, the merged corporation shall merge with and into Kidde, Inc. ("surviving corporation"), and the surviving corporation shall merge into itself, and assume all the obligations of the merged corporation; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing of the Certificate of Ownership and Merger referred to below with the Secretary of State of Delaware; and

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(a) Each share of common stock of Kidde, Inc. which shall be outstanding on the effective date of the merger shall continue outstanding as a share of common stock of the surviving corporation;

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof, shall be cancelled;

(c) The by-laws of the surviving corporation as they shall exist on the effective date of the merger shall continue as the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided;

(d) The certificate of incorporation of the surviving corporation, as heretofore amended and in effect on the date of the merger, shall continue in full force and effect as the certificate of incorporation of the corporation surviving the merger;

(e) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(f) Upon the merger becoming effective, all the property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, privileges, powers and franchises, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation, respectively. The merged corporation shall, from time to time, as and when requested by the surviving corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired

by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action; and

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge the merged corporation into the surviving corporation and setting forth the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger; and

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, the merger may be amended or terminated and abandoned by the board of directors of the merged corporation or the surviving corporation at any time prior to the filing of the Certificate of Ownership and Merger with the Secretary of State.

IN WITNESS WHEREOF, the undersigned corporation has caused this certificate to be signed by its Vice President and attested by its Assistant Secretary this 22nd day of March, 1988. *YH*

KIDDE, INC.

By: 
Vice President

ATTEST:

By: *Eve Costopoulos*
Assistant Secretary

A51513.42/1-1

Certificate of Ownership of the KIDDE, INC.

a corporation organized and existing under the laws of the State of DELAWARE

merging KIDDE RECREATION PRODUCTS, INC.

a corporation organized and existing under the laws of the State of DELAWARE

pursuant to Section 253 of the General Corporation Law of the State of Delaware,

as received and filed in this office the twenty-fourth day of March

A.D. 1988 at 11:06 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of DELAWARE

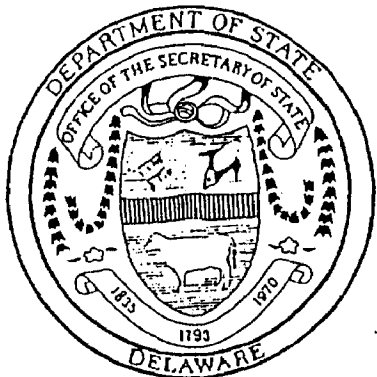
EXHIBIT 2



State of DELAWARE

Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of _____ Ownership _____
filed in this office on _____ March 31, 1988 _____



Michael Harkins

Michael Harkins, Secretary of State

BY: *R. M. Jordan*

DATE: _____ November 28, 1990 _____

FILED 20 PM

MAR 31 1988

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
KIDDE, INC.
INTO
BLOOM-1 INC.

Michael H. Hilde
SECRETARY OF STATE

* * * * *

UNDER SECTION 253 OF THE
GENERAL CORPORATION LAW

* * * * *

Bloom-1 Inc., a corporation organized and existing under the laws of Delaware, hereby certifies, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as follows:

FIRST: That this corporation was incorporated on September 22, 1986, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Kidde, Inc., which was incorporated on March 15, 1968, under the Name of W.K. J Corporation, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, pursuant to the following resolutions duly adopted by its Board of Directors, by the unanimous written consent thereof filed with the minutes of the Board of Directors, on the 31st day of March, 1988 determined to and did merge Kidde, Inc. into this corporation:

RESOLVED, that to effect the liquidation of Kidde, Inc. (the "merged corporation") pursuant to its plan of liquidation and dissolution dated November 10, 1987, the merged corporation shall merge with and into Bloom-1 Inc. ("surviving corporation"), and the surviving corporation shall merge into itself, and assume all the obligations of the merged corporation; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing of the Certificate of Ownership and Merger referred to below with the Secretary of State of Delaware: and

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(a) Each share of common stock of the surviving corporation which shall be outstanding on the effective date of the merger shall continue outstanding as a share of common stock of the surviving corporation;

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof, shall be cancelled.

(c) The by-laws of the surviving corporation as they shall exist on the effective date of the merger shall continue as the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided;

(d) The certificate of incorporation of the surviving corporation, as heretofore amended and in effect on the date of the merger, shall continue in full force and effect as the certificate of incorporation of the corporation surviving the merger;

(e) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(f) Upon the merger becoming effective, all the property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, privileges, powers and franchises, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation, respectively. The merged corporation shall, from time to time, as and when requested by the surviving corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by

reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action; and

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge the merged corporation into the surviving corporation and setting forth the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger; and

FURTHER RESOLVED, that the surviving corporation change its corporate name by changing Article FIRST of the Certificate of Incorporation of this corporation to read as follows:

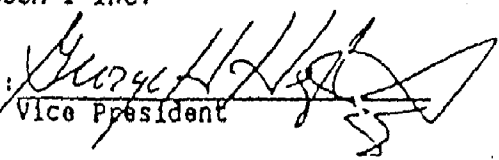
"FIRST: The name of the Corporation is Kidde, Inc. (hereinafter, the "Corporation")."

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, the merger may be amended or terminated and abandoned by the board of directors of the merged corporation or the surviving corporation at any time

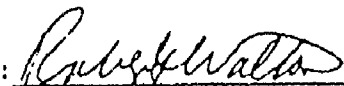
prior to the filing of the Certificate of Ownership and Merger with the Secretary of State.

IN WITNESS WHEREOF, the undersigned corporation has caused this certificate to be signed by its Vice President and attested by its Assistant Secretary this 31st day of March, 1988.

BLOOM-1 INC.

By: 
Vice President

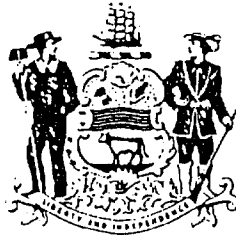
ATTEST:

By: 
Assistant Secretary

CJ/51513.33/8-7C

EXHIBIT 3

TRADEMARK
REEL: 002285 FRAME: 0669

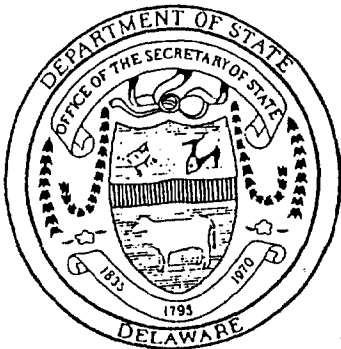


State of DELAWARE



Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of _____ Ownership _____
filed in this office on _____ March 31, 1988 _____



Michael Harkins

Michael Harkins, Secretary of State

BY: *R. McGowan*

DATE: _____ November 28, 1990 _____

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
KIDDE, INC.
INTO
H I M P - 2 INC.

FILED 2:25 PM

MAR

UNDER SECTION 253 OF THE
GENERAL CORPORATION LAW

[Signature]
SECRETARY OF STATE

H I M P - 2 Inc., a corporation organized and existing under the laws of Delaware, hereby certifies, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as follows.

FIRST: That this corporation was incorporated on September 22, 1986, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Kidde, Inc., which was incorporated on September 22, 1986 pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, pursuant to the following resolutions duly adopted by its Board of Directors, by the unanimous written consent thereof filed with the minutes of the Board of Directors, on the 31st day of March, 1988 determined to and did merge Yidde, Inc. into this corporation:

RESOLVED, that to effect the liquidation of Kidde, Inc. (the "merged corporation") pursuant to its plan of liquidation and dissolution dated November 10, 1987, the merged corporation shall merge with and into H I M P - 2 Inc. ("surviving corporation"), and the surviving corporation shall merge into itself, and assume all the obligations of the merged corporation; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing of the Certificate of Ownership and Merger referred to below with the Secretary of State of Delaware; and

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(a) Each share of common stock of the surviving corporation which shall be outstanding on the effective date of the merger shall continue outstanding as a share of common stock of the surviving corporation;

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof, shall be cancelled.

(c) The by-laws of the surviving corporation as they shall exist on the effective date of the merger shall continue as the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided;

(d) The certificate of incorporation of the surviving corporation, as heretofore amended and in effect on the date of the merger, shall continue in full force and effect as the certificate of incorporation of the corporation surviving the merger;

(e) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(f) Upon the merger becoming effective, all the property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, privileges, powers and franchises, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation, respectively. The merged corporation shall, from time to time, as and when requested by the surviving corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by

reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action; and

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge the merged corporation into the surviving corporation and setting forth the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger; and

FURTHER RESOLVED, that the surviving corporation change its corporate name by changing Article FIRST of the Certificate of Incorporation of this corporation to read as follows:

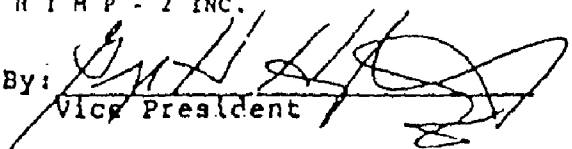
"FIRST: The name of the Corporation is Kidde, Inc. (hereinafter, the "Corporation")."

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, the merger may be amended or terminated and abandoned by the board of directors of the merged corporation or the surviving corporation at any time

prior to the filing of the Certificate of Ownership and Merger with the Secretary of State.

IN WITNESS WHEREOF, the undersigned corporation has caused this certificate to be signed by its Vice President and attested by its Assistant Secretary this 31st day of March, 1988.

H I M P - 2 INC.

By: 
Vice President

ATTEST:

By: 
Assistant Secretary

CO/51513.33/8-7B



WRITTEN CONSENT OF SOLE DIRECTOR
IN LIEU OF MEETING OF
BOARD OF DIRECTORS
OF
HKID 32 Inc.

The undersigned, being the sole director of HKID 32 Inc., a Delaware corporation (the "Corporation"), acting pursuant to Section 141(f) of the Delaware General Corporation Law, hereby (i) consents to the adoption of the following resolutions and (ii) directs the Secretary of the Corporation to file this Consent in the minute book of the Corporation:

RESOLVED, that the Corporation be, and it hereby is, authorized and empowered to accept a distribution (the "Distribution") in liquidation, pursuant to the Plan of Liquidation and Dissolution of Kidde, Inc. adopted on November 10, 1987 by written consent of the Board of Directors and stockholders of Kidde, Inc. (the "Plan"), on the terms set forth in the form of Memorandum of Distribution in Liquidation (the "Memorandum") presented at this meeting; and further

RESOLVED, that the appropriate officers of the Corporation be, and they hereby are, authorized and empowered, in the name and on behalf of the Corporation, to execute and deliver the Memorandum; and further

RESOLVED, that, upon consummation of the Distribution, the persons listed on Annex I be, and each hereby is, elected to the office or offices indicated opposite his name, to serve as such in accordance with the By-Laws of the Corporation and at the discretion of the Board of Directors;

RESOLVED, that, in connection with the Distribution, the proper officers of the Corporation be, and each of them hereby is, authorized to establish a bank account or accounts in the name of the Corporation with such banking institution or institutions as the President, any Vice President, the Chief Financial Officer or the Treasurer shall deem advisable for the expeditious handling of the Corporation's funds; and that copies of the resolutions required by any bank in connection with the opening of such accounts shall be filed in the minute book with this Consent, and may be certified by the Secretary or any Assistant Secretary as having been adopted by this Consent;

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country or any province or subdivision thereof in which, as a result of the Distribution, it is necessary or expedient for the Corporation to transact business, the proper officers of the Corporation be, and each of them hereby is, authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, if necessary, to make and file all necessary certificates, reports, powers of attorney, applications, consents to service of process and any other instruments as may be required by the laws of such state, territory, dependency or country, or province or subdivision thereof, to authorize the Corporation to transact business therein;

RESOLVED, that, after consummation of the Distribution, Article FIRST of the Certificate of Incorporation of the Corporation be amended (the "Amendment") to read in its entirety as follows:

"FIRST: The name of this Corporation is Bear Archery Inc. (hereinafter, the "Corporation")."

and further

RESOLVED, that the Amendment be submitted to the sole stockholder of the Corporation for approval; and further

RESOLVED, that, subject to the approval of the sole stockholder of the Amendment, the proper officers of the Corporation be, and each of them hereby is, authorized and directed to execute in the name and on behalf of the Corporation and cause to be filed with the Secretary of State of the State of Delaware a Certificate of Amendment of the Certificate of Incorporation of the Corporation; and further

RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, authorized and directed to execute such other documents and take such other actions as are necessary or appropriate to carry out the intent and accomplish the purposes of the foregoing resolutions.

Dated: April 2, 1988


George H. Hempstead, III

A51513.42/1-5

WRITTEN CONSENT OF
SOLE DIRECTOR OF
KIDDE, INC.

The undersigned, being the sole director of Kidde, Inc., a Delaware corporation (the "Corporation"), hereby adopts, by this written consent, in accordance with Section 141(f) of the Delaware General Corporation Law, the following resolutions and directs the Secretary to file this Consent in the minute book of the Corporation:

WHEREAS, on November 10, 1987, the Corporation adopted by Unanimous Written Consent of the Directors and Stockholders a Plan of Liquidation and Dissolution (the "Plan"); and

WHEREAS, the Corporation holds and employs certain assets and properties in connection with the operations of its Bear Archery Division (the "Business"); and

WHEREAS, the Corporation owns shares of stock in the corporations set forth on Exhibit A to the attached Memorandum of Distribution in Liquidation (the "Shares"); it is therefore

RESOLVED, that pursuant to and in accordance with the Plan, the Corporation hereby authorizes and approves the distribution in liquidation to HKID 32 Inc., a Delaware corporation, in consideration of the cancellation of the shares of the Corporation owned by HKID 32 Inc. of (a) the assets and properties of the Business owned or held by the Corporation, subject to certain liabilities and obligations of the Corporation on the terms forth in the attached Memorandum of Distribution in Liquidation and (b) the Shares; and further

RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, authorized and directed to execute and deliver such documents and take such actions as are necessary or appropriate to carry out the intent and accomplish the purposes of the foregoing.

Date: April 2, 1988


George H. Hempstead, III

A51513.42/1-7

MEMORANDUM OF DISTRIBUTION
IN LIQUIDATION

Dated April 2, 1988

The parties to this Agreement are Kidde, Inc., a Delaware corporation (the "Company") and HKID 32 Inc., a Delaware corporation (the "Shareholder"). The Company, the Shareholder and the other shareholders of the Company have adopted a Plan of Liquidation and Distribution of the Company dated as of November 10, 1987 (the "Plan of Liquidation"). Pursuant to the Plan of Liquidation, the Board of Directors of the Company has approved the distribution by the Company of the assets described below to the Shareholder, on the terms set forth below, in consideration of the cancellation of the shares of the Company owned by the Shareholder and the assumption of certain liabilities hereunder.

It is therefore agreed as follows:

1. The Company hereby sells, assigns, transfers and delivers to the Shareholder, its successors and assigns, all of the right, title and interest of the Company in all of the property, rights and assets, including all goodwill attaching thereto, relating to the Bear Archery Division of the Company (collectively, the "Business") (but excluding any and all Excluded Assets and Excluded Liabilities referred to below), including:

(a) all the furnishings, furniture, office supplies, vehicles, tools, machinery and equipment and other fixed assets held by the Company which are used in the operation of the Business;

(b) all real property, improvements to real property and structures located thereon and all appurtenances, fixtures, trade fixtures, machinery and equipment located thereon, or belonging thereto owned or leased by the Company in connection with the Business;

(c) all quantities of inventory, including raw materials, work-in-process, finished goods, stores and supplies owned by the Company which are used in the operation of the Business;

(d) all accounts receivable with third parties arising out of the operation of the Business;

(e) all research, development and commercially practiced processes, trade secrets, know-how and inventions, and manufacturing, engineering and other technical information, whether owned by the Company or licensed from third parties by the Company, which are used in the Business (the "Technology"), and all notebooks, records, reports and data relating to the Technology;

(f) all patents, patent applications, trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks, and all copyrights, and registrations and applications for such copyrights, if any, owned by the Company and used in the Business;

(g) all contracts, agreements, leases, arrangements and/or commitments of any kind which relate to the Business (the "Contracts");

(h) all customer and vendor lists relating to the Business;

(i) all files and documents (including credit information) relating to customers and vendors of the Business, and other business and financial records, files, books and documents relating to the Business;

(j) all municipal, state and federal franchises, licenses, authorizations and permits relating to the Business;

(k) all prepaid charges, sums and fees (other than federal income taxes) relating to the Business;

(l) all rights to refunds on deposits and to prepayments of property and sales taxes relating to the Business;

(m) all claims against third parties relating to the Business;

- (n) all cash held by the Business; and
- (o) all pensions or other employee benefit plans, if any;

provided, however, that the Company hereby retains the joint right to keep and use for itself or transfer to any third party any of the foregoing property, rights and assets which are not exclusive to the Business, in which event appropriate arrangements (as determined exclusively by the Company) shall be made to continue to provide the benefits of such property, rights and assets to the Shareholder.

2. The Company hereby sells, assigns, transfers and delivers to the Shareholder, its successors and assigns, its shares of stock in the corporations listed on Exhibit A.

3. It is hereby expressly understood and agreed that the Company is not hereunder selling, assigning, transferring or conveying the following assets, rights and properties (the "Excluded Assets"):

- (a) all intercompany accounts with the Company's non-operating corporate Divisions;

- (b) all assets relating to federal income taxes prior to the date hereof; and

- (c) any pension or other employee benefit plans which are not exclusive to the Business.

4. The Company hereby covenants and agrees to do or cause to be done such further and other acts and to execute such further and other documents as may from time to time be necessary to vest, transfer or deliver any property of the Business in or to the Shareholder.

5. Except as set forth below, the Shareholder hereby assumes all of the obligations and liabilities relating to the Business, including, without limitation, all obligations and liabilities with respect to state income, franchise and property taxes, all unasserted claims with respect to the Business, whether contingent or otherwise, and all obligations relating to the specific debt obligations set forth on Exhibit B. Additionally, the Shareholder hereby assumes a portion of the existing indebtedness owed by the Company to the Company's indirect parent, Imperial

Investments (Grosvenor) Limited (the "Grosvenor Indebtedness"), based on its regular monthly account closing for the period ending April 2, 1988. The Shareholder shall execute and deliver to Imperial Investments (Grosvenor) Limited a promissory note dated the date hereof evidencing the amount of Grosvenor Indebtedness assumed hereunder.

Notwithstanding the foregoing, the Shareholder is not hereby assuming any of the following obligations and liabilities (the "Excluded Liabilities"):

(a) all intercompany accounts with the Company's non-operating corporate Divisions;

(b) all liabilities relating to federal income taxes prior to the date hereof; and

(c) any liabilities with respect to pension or other employee benefit plans which are not exclusive to the Business.

The Shareholder hereby covenants and agrees to indemnify the Company and each of its directors and officers, and each of their respective successors and assigns, and hold them harmless against and from any and all claims which may at any time be asserted in any manner, forum or proceeding against them in respect of any such obligations or liabilities, and any and all liabilities, costs, losses, damages and expenses incurred in connection therewith, whether or not such obligations or liabilities are known or existing as of the date hereof.

6. The Shareholder hereby covenants and agrees to do or cause to be done such further and other acts and to execute such further and other documents as may from time to time be necessary to give effect to the preceding paragraph.

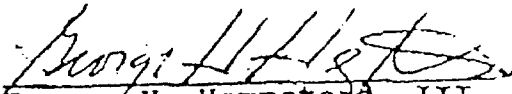
7. Notwithstanding the foregoing, this instrument shall not constitute an assignment of any claim, contract, sale or purchase order, license, lease or other asset if an attempted assignment thereof without the consent of the other party thereto or without the satisfaction of any condition precedent thereto would constitute a breach thereof or would in any material way adversely affect the rights of the

Company thereunder, but if any such consent shall not be satisfied or any attempted assignment would be ineffective or would impair any rights of the Company thereunder so that the Shareholder would not acquire the benefit of all such rights, then the Company shall act as the agent of the Shareholder in order to obtain for it the benefits thereunder.

8. The Shareholder is delivering herewith to the Company its shares of the Company for cancellation. The Shareholder hereby acknowledges and agrees that the distributions and assumptions of liabilities provided for in this Agreement are fair and equitable consideration for the cancellation of its shares of the Company. The Shareholder hereby waives any and all rights, now existing or hereafter arising, which it may have to protest or otherwise challenge the terms of such distribution.

9. This Agreement shall inure to the benefit of the parties and shall be binding upon the parties and their respective successors and assigns. Nothing herein shall be construed as giving any person, firm, corporation or other entity, other than the parties and their respective successors and assigns, any right, remedy or claim under or in respect of this Agreement.

Kidde, Inc.
HKID 32 Inc.

By: 
George H. Hempstead, III
Vice President

A51513.42/1-3

EXHIBIT 5



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF AKID 80 INC. FILED IN THIS OFFICE ON THE RECORDS OF APRIL, 1988, AT 1 O'CLOCK P.M.



Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION: *2021230

DATE: 01/14/1991

31 01 1990

FILED

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
HKID 32 Inc.

APR 4 1988

4 PM
H. J. Hampton
SECRETARY

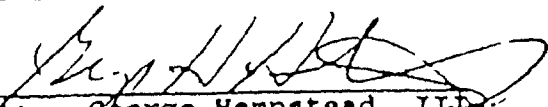
Pursuant to Section 242 of the General
Corporation Law of the State of Delaware

HKID 32 Inc., a Delaware corporation (the
"Corporation"), does hereby certify that the Certificate of
Incorporation of the Corporation is hereby amended by
changing Article FIRST thereof so that, as amended, said
Article shall read in its entirety as follows:

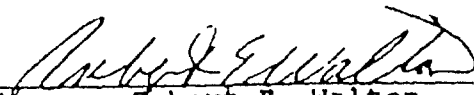
"FIRST: The name of the Corporation is
Bear Archery Inc. (hereinafter, the
"Corporation")."

IN WITNESS WHEREOF, the Corporation has caused this
Certificate to be executed in its corporate name by its Vice
President and attested by its Assistant Secretary this 4th
day of April, 1988.

HKID 32 Inc.

By: 
Name: George Hempstead, III
Title: Vice President

ATTEST:


Name: Robert E. Walton
Title: Assistant Secretary

A51513.42/1-6