

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

07-06-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK



R

101769228

HEET

Our Ref.: 66790-0015

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 _____
Effective Date
Month Day Year
March 30, 2001

JUN 21

UND 6/21/01

Conveying Party

____ Mark if additional names of conveying parties attached

Name Overton's, Inc., Decoy, Inc., N.W. Hunting, Inc. and H&D Acquisition Company

Execution Date
Month Day Year

March 30, 2001

Formerly _____

Individual General Partnership Limited Partnership Corporation Association
 Other

Citizenship/State of Incorporation/Organization All conveying parties are incorporated under the laws of North Carolina

Receiving Party

____ Mark if additional names of receiving parties attached

Name Bombardier Direct Corporation, C/O Bombardier, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) P.O. Box 427

Address (line 2) Greenville, NC 27835

Address (line 3) _____

Individual General Partnership Limited Partnership Corporation Association

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.)

Other _____

Citizenship/State of Incorporation/Organization Delaware

07-06-2001 610N11 00000976 1738141

FOR OFFICE USE ONLY

01 FD:481 40.00 DP
02 FD:482 400.00 DP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

TRADEMARK
REEL: 002324 FRAME: 0120

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Jessica N. Cohen, Esq.
Address (line 1) C/o TMSU, MORGAN, LEWIS & BOCKIUS LLP
Address (line 2) 1800 M Street, N.W.
Address (line 3) Washington, D.C. 20036
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number (212) 309-6764

Name Jessica N. Cohen, Esq.
Address (line 1) C/o TMSU, MORGAN, LEWIS & BOCKIUS LLP
Address (line 2) 1800 M Street, N.W.
Address (line 3) Washington, D.C. 20036

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

14

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers are 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)

1,788,141	1,473,630	2,280,564
2,143,879	1,152,788	2,402,390
1,955,479	1,767,542	1,526,185
2,140,590	1,209,869	2,160,705
2,155,991	1,241,289	2,159,088
1,729,510	2,288,510	

Number of Properties Enter the total number of properties involved. 17

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$440.00

Method of Payment: Enclosed Deposit Account _____

Deposit Account

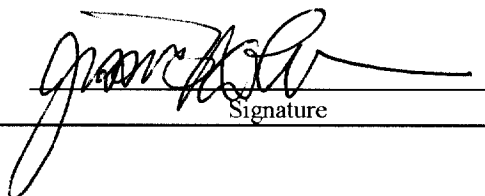
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: _____

Authorization to charge additional fees: 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.

Jessica N. Cohen, Esq.
Name of Person Signing


Signature

June 20, 2001
Date Signed

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Overton's, Inc., a North Carolina corporation, Decoy, Inc., a North Carolina corporation, N.W. Hunting, Inc., a North Carolina corporation, and H&D Acquisition Company, a North Carolina corporation (collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Note Purchase and Guaranty Agreement dated as of the date hereof (as such agreement may be amended, supplemented or otherwise modified renewed or replaced from time to time, the "Note Purchase Agreement") among the Pledgors, the Overton Shareholders and Bombardier Direct Corporation, a Delaware company (the "Pledgee"), Overton's Inc. has agreed to sell to the Pledgee and the Pledgee has agreed to purchase at par the Overton's Inc. 6% Senior Subordinated Secured Note in the principal amount of \$12,000,000;

WHEREAS, pursuant to the terms of the Security Agreement, dated March 30, 2001 among the Pledgors and the Pledgee, the Pledgors have granted to the Pledgee a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Secured Obligations; and

WHEREAS, the Pledgee and the Pledgors by this instrument seek to confirm and make a record of such grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Pledgee, as security for the Secured Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i-iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto, as such Schedule may be amended from time to time in accordance with the terms of this Trademark Security Agreement;

ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, as such Schedule may be amended from time to time in accordance with the terms of this Trademark Security Agreement; and

iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Pledgee at the end of any quarter in which the Pledgors apply for, register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance satisfactory to the Pledgee), and promptly perform, or cause to be promptly performed, upon the request of the Pledgee, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Pledgee, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Pledgee granted pursuant to the Security Agreement and this Trademark Security Agreement in the Trademark Collateral or any portion thereof.

Upon the occurrence and during the continuance of an Event of Default, the Pledgors agree that if any person, firm, corporation or other entity shall do or perform any act(s) which the Pledgee believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors or the Pledgee, or if any person, firm, corporation or other entity shall do or perform any acts which the Pledgee reasonably believes constitute an unauthorized or

1-NY/1250865.6

unlawful use thereof, then and in any such event, upon ten (10) days' prior written notice to the Pledgors, the Pledgee may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Pledgee may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Pledgee may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Pledgee hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Pledgee pursuant to this paragraph and each of the Pledgors agrees to assist the Pledgee with any steps taken, or any suits or proceedings instituted by the Pledgee pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Pledgee pursuant to the Security Agreement. Each of the Pledgors and the Pledgee does hereby further acknowledge and affirm that the rights and remedies of the Pledgee with respect to the security interest made and granted hereby in the Trademark Collateral are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Secured Obligations have been indefeasibly paid in full and performed, the Pledgee shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Pledgee in the Trademark Collateral, subject to any disposition thereof which may have been made by the Pledgee pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Note Purchase Agreement, the Note and the other Note Documents, the Pledgee agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and the Pledgee gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred, and subject always to the various provisions of the Security Agreement, the Note Purchase Agreement, the Note and the other Note Documents, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Note Purchase Agreement, the Note and the other Note Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All other capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Security Agreement, the Note Purchase Agreement, the Note, or any of the other Note Documents. Terms used but not otherwise defined herein or in the Security Agreement, the Note Purchase Agreement, the Note, or any of the other Note Documents shall have, where appropriate, their respective definitions as set forth in the UCC as in effect in the State of New York.

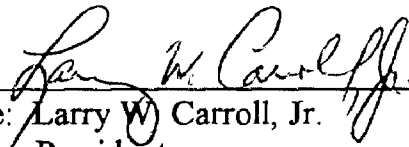
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of March 30, 2001.

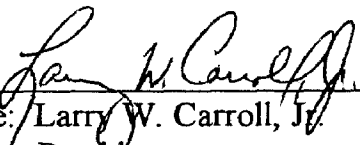
OVERTON'S, INC.
111 Red Banks Road
P.O. Box 8228
Greenville, N.C. 27835

By 
Name: V. Parker Overton
Title: President

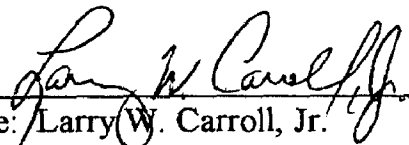
DECOY, INC.
111 Red Banks Road
P.O. Box 8228
Greenville, N.C. 27835

By 
Name: Larry W. Carroll, Jr.
Title: President

N.W. HUNTING, INC.
111 Red Banks Road
P.O. Box 8228
Greenville, N.C. 27835

By 
Name: Larry W. Carroll, Jr.
Title: President

H&D ACQUISITION COMPANY
111 Red Banks Road
P.O. Box 8228
Greenville, N.C. 27835

By 
Name: Larry W. Carroll, Jr.
Title: President

[Signature Page to Trademark Security Agreement]

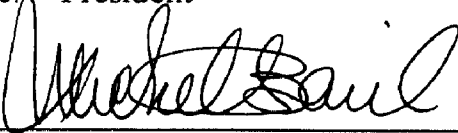
Accepted:

BOMBARDIER DIRECT CORPORATION,
as Pledgee

By 

Name: Henry Lonski

Title: President

By 

Name: Michel Baril

Title: Authorized Signatory

STATE OF NORTH CAROLINA

COUNTY OF Pitt

I, Kathryn D. Smith, a Notary Public of the County and State aforesaid, certify that V. Parker Overton personally came before me this day and acknowledged that he is President of Overton's, Inc., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said V. Parker Overton under seal.

WITNESS my hand and official stamp or seal, this 27th day of March, 2001.

Kathryn D. Smith
Notary Public

My Commission Expires: Aug. 3, 2002

(Notary Public)

STATE OF NORTH CAROLINA

COUNTY OF Pitt

I, Kathryn D. Smith, a Notary Public of the County and State aforesaid, certify that Larry W. Carroll, Jr. personally came before me this day and acknowledged that he is President of N.W. Hunting, Inc., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said Larry W. Carroll, Jr. under seal.

WITNESS my hand and official stamp or seal, this 27th day of March, 2001.

Kathryn D. Smith
Notary Public

My Commission Expires: Aug. 3, 2002

(Notary Public)

STATE OF NORTH CAROLINA

COUNTY OF Pitt

I, Kathryn D. Smith, a Notary Public of the County and State aforesaid, certify that Larry W. Carroll, Jr. personally came before me this day and acknowledged that he is President of Decoy, Inc., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said Larry W. Carroll, Jr. under seal.

WITNESS my hand and official stamp or seal, this 21st day of March, 2001.

Kathryn D. Smith

Notary Public

My Commission Expires: Aug. 3, 2002

(Notary Public)

STATE OF NORTH CAROLINA

COUNTY OF Pitt

I, Kathryn D. Smith, a Notary Public of the County and State aforesaid, certify that Larry W. Carroll, Jr. personally came before me this day and acknowledged that he is President of H&D Acquisition Company, a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said Larry W. Carroll, Jr. under seal.

WITNESS my hand and official stamp or seal, this 21st day of March, 2001.

Kathryn D. Smith

Notary Public


My Commission Expires: Aug. 3, 2002



(Notary Public)


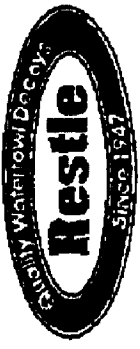
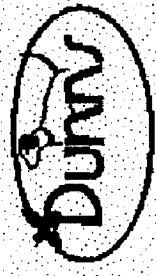
**Schedule A
(to Trademark Security Agreement)**

Trademarks


Country Name	Trademark	Registration (Serial) Number	Registration (Filing) Date	Classes	Goods	Owner
US	CEO	1,788,141	8/17/93	16	ink pens	Overton's, Inc.
US	DIVEMASTER	2,143,879	3/17/98	18,25,28	Class 18: All-purpose sport bags, tote bags and backpacks Class 25: Sport boots, wetsuits, and sport sneakers Class 28: Snorkels, swimming masks and swim fins	Overton's Incorporated
US	GLADIATOR	1,955,479	2/13/96	25	Wetsuits	Overton's Inc.
US	JET G	2,140,590	3/3/98	9, 25	Class 9 - safety ski vests Class 25 - wet suits, dry suits, gloves and wet shoes	Overton's Incorporated

Country Name	Trademark	Registration (Serial) Number	Registration (Filing) Date	Classes	Goods	Owner
US	JET GLADIATOR	2,155,991	5/12/98	9,18,20,22,25,28	Class 9 - safety ski vest Class 18 - saddlebags and tote bags Class 20 - non-metal buoys and anchors Class 22 - water craft covers Class 25 - wetsuits, wet boots, caps and dry suits Class 28 - water skis, water ski gloves and boat towed ride-on floats	Overton's Incorporated
US	NEO-SKINS	1,729,510	11/3/92	25	Gloves	Overton's, Inc.
US	OVERTON'S	1,473,630	1/19/88	42	Retail store and mail order services for water skis, wet suits, jet skis, ropes, boats, t-shirts, sun visors, kneeboards, swimwear, water toys, jewelry, shoes, inflatables, sailboards, clothing, gloves, sporting goods, and boating and marine supplies	Overton's, Inc.
US	OVERTON'S AND DESIGN 	1,152,788	4/28/81	42	Retail store and mail order services for water skis, wet suits, jet skis, ropes, boats, t-shirts and sun visors	Overton's, Inc.
US	VERTIGO	1,767,542	4/27/93	28	Sporting goods; namely, boat towed ride-on floats for recreational use	Overton's Inc.

Country Name	Trademark	Registration (Serial) Number	Registration (Filing) Date	Classes	Goods	Owner
US	NORTH WIND DECOYS	1,209,869	9/21/82	28	Sporting goods particularly waterfowl decoys	N.W. Hunting, Inc.
US	NORTH WIND DECOYS & Design 	1,241,289	6/7/83	28	Waterfowl hunting decoy	N.W. Hunting, Inc.
US	DUNN'S	2,288,510	10/26/99	35	Mail order services, mail order catalog services, and retail store services in the field of outdoor sporting goods, namely, hunting and fishing goods, and accessories used in said fields.	H&D Acquisition Company
US	DUNN'S SINCE 1950 & Design 	2,280,564	9/28/99	35	Mail order services, mail order catalog services, and retail store services in the field of outdoor sporting goods, namely, hunting and fishing goods, and accessories used in said fields.	H&D Acquisition Company

Country Name	Trademark	Registration (Serial) Number	Registration (Filing) Date	Classes	Goods	Owner
US	DUNN'S SUPPLY CATALOG SINCE 1950 & Design 	2,402,390	11/7/00	35	Mail order services, mail order catalog services, and retail store services in the field of outdoor sporting and goods, namely hunting and fishing goods, and accessories and clothing used in said fields.	H&D Acquisition Company
US	HERTER'S	1,526,185	2/21/89	42	Mail order services in the field of sporting goods;	H&D Acquisition Company
US	QUALITY WATERFOWL DECOYS & Design 	2,160,705	5/26/98	28	Waterfowl hunting decoys	H & D Acquisition Company
US	RESTLE	2,159,088	5/19/98	28	Waterfowl hunting decoys	H & D Acquisition Company
Tennessee	DUNN'S & DESIGN 	34200629	12/8/97	TN 22	Sporting goods	H & D Acquisition Company

1-NY/1250865.6

Country Name	Trademark	Registration (Serial) Number	Registration (Filing) Date	Classes	Goods	Owner
Tenness ee	OUTLAND	21340016	3/28/91	TN 3	Luggage	H & D Acquisition Company
Tenness ee	OUTLANDER	21340013	3/28/91	TN 3	Luggage	H & D Acquisition Company
Canada	DUNN'S	(1,004,769)	(2/10/99)	35	Mail order services, mail order catalog services, and retail store services in the field of outdoor sporting and goods, namely hunting and fishing goods and accessories	H & D Acquisition Company
Canada	DUNN'S SUPPLY CATALOG SINCE 1950 & Design 	537,433	11/21/00	35	Mail order services, mail order catalog services in the field of hunting, fishing, and sporting goods, products, accessories and clothing	H & D Acquisition Company

Schedule B
(to Trademark Security Agreement)

Trademark Licenses

None.

1-NY/1250865.6

RECORDED: 06/21/2001

TRADEMARK
REEL: 002324 FRAME: 0135