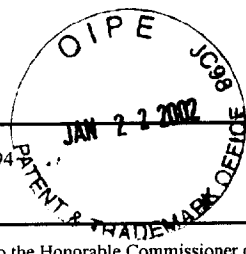


1-22-02



01-25-2002



101973086

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party:

Intagra, Inc.

- Individual(s)
- General Partnership
- Corporation **Minnesota**
- Other _____

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and Address of receiving Party:

Name: **Safer Inc.**

Internal Address:

Address: **c/o Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, Delaware 19808**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation **Delaware**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **January 16, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,950,190

Additional sheet attached? Yes No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Jacobson Holman PLLC
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. **12614/T33118US1**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: **06-1358**

(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. 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.

Marvin R. Stern
Name of Person Signing

Signature

January 22, 2002
Date

Total number of pages including cover sheet, attachments, and document: **5**

40.00 DP
01/24/2002 LUMMELER 06000341 1950190

ASSIGNMENT OF TRADEMARK

WHEREAS, Intagra, Inc., a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 8906 Wentworth Avenue South, Minneapolis, Minnesota 55420 ("Seller"), has adopted and used and is using the trademark (the "Mark") identified on Schedule A attached hereto, and is the owner of the registration of such Mark in the United States Patent and Trademark Office identified on such Schedule A;

WHEREAS, Safer, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware ("Buyer"), is desirous of acquiring the Mark and the registration thereof;

WHEREAS, Seller, Woodstream Corporation, a Pennsylvania corporation, Michael Engler and Joanne Engler (collectively, the "Parties") entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of December 12, 2001, pursuant to which, among other things, Seller sold, transferred, assigned and delivered certain trademarks to Buyer; and


WHEREAS, the Parties entered into a First Amendment to the Asset Purchase Agreement (the "First Amendment"), dated as of January 16, 2002, pursuant to which, among other things, the Parties desire to cause the Mark to be transferred from Seller to Buyer;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby assign, sell and transfer unto Buyer all right, title and interest in and to the Mark, together with (i) the registration of the Mark, (ii) the goodwill of the business symbolized by and associated with the Mark and the registration thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill. Nothing contained in this Assignment of Trademark shall expand, reduce or otherwise affect the indemnification rights of the parties under the Asset Purchase Agreement or the First Amendment. In the event of a conflict between this Assignment of Trademark and the Asset Purchase Agreement or the First Amendment, the Asset Purchase Agreement, as amended by the First Amendment, shall control.

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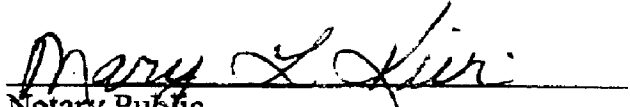
IN WITNESS WHEREOF, Seller, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 16th day of January, 2002.

INTAGRA, INC.

By: 
Name: Michael Engler
Title: President

COMMONWEALTH OR STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 16th day of January, 2002, before me appeared Michael Engler, the person who signed this instrument, who acknowledged that he is the President of Intagra, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.


Notary Public

[Seal]

My commission expires



The foregoing assignment of the Mark and the registration thereof by Seller to Buyer is hereby accepted as of the 16th day of January, 2002.

SAFER, INC

By: 

Name: Harry E. Whaley

Title: President

Trademark and Trademark Registration

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
CONCERN	1950190	January 23, 1996

BUSDOCS:1075995.3

RECORDED: 01/22/2002

** TOTAL PAGE.05 **
TRADEMARK
REEL: 002430 FRAME: 0341