

06-06-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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

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

6-6-02

1. Name of conveying party(ies):

H & D Acquisition Company

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: March 29, 2002

2. Name and address of receiving party(ies)

Name: Cabela's Incorporated

Internal

Address:

Street Address: One Cabela Drive

City: Sidney State: NE Zip: 69160

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nebraska
- 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

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

A. Trademark Application No.(s)

76/258,119

B. Trademark Registration No.(s)

2,288,510 2,402,390 2,160,705
2,280,564 1,526,185 2,159,088

Additional number(s) attached Yes No

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

Name: Catherine L. Peters

Internal Address: Cabela's, Inc.

Street Address: One Cabela Drive

City: Sidney State: NE Zip: 69160

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Catherine L. Peters

Name of Person Signing

Catherine L. Peters

Signature

6-5-02

Date

Total number of pages including cover sheet, attachments, and document: 10

06/07/2002 GT011 00000004 76258119

01 FC:481
02 FC:482

40.00 OP
150.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002519 FRAME: 0184

**ASSIGNMENT OF INTELLECTUAL PROPERTY-
TRADEMARKS, SERVICE MARKS AND TRADE NAMES
(H&D)**

This Assignment, effective this 29TH day of March, 2002, by and between H&D ACQUISITION COMPANY, a North Carolina corporation, having a place of business at 111 Red Banks Road, Greenville, North Carolina (hereinafter referred to as "ASSIGNOR") and CABELA'S INCORPORATED, a Nebraska corporation, having its principal office at One Cabela Drive, Sidney, Nebraska 69160 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used the trademarks, service marks and trade names described in Schedule A attached hereto and made a part hereof (the "Marks and Trade Names"); and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Acquisition Agreement dated March 29, 2002 ("Acquisition Agreement") pertaining to the sale and purchase of certain assets and liabilities of ASSIGNOR, including Intellectual Property relating to the Business (as defined therein), (hereinafter referred to collectively as the "Intellectual Property"), including, the Marks and Trade Names as set forth in the attached Schedule A.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR'S entire right, title, and interest in and to the Marks and Trade Names as set forth in Schedule A attached hereto and to any and all applications for registration and registrations therefor, together with the goodwill of ASSIGNOR'S business associated with the Marks and Trade Names, and any common law rights, including, without limitation, any and all prior causes of action and damages relating thereto worldwide.

ASSIGNOR HEREBY COVENANTS that upon the reasonable request of ASSIGNEE, ASSIGNOR agrees to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits reasonably necessary to confirm and perfect the transfer of such Intellectual Property to ASSIGNEE. Any and all reasonable expenses incurred by ASSIGNOR in connection with its obligations under this paragraph shall be paid by the ASSIGNEE (or its assigns) provided, however, that ASSIGNOR has obtained the prior written consent of ASSIGNEE (or its successors or assigns) to incur the expense for which ASSIGNOR seeks payment.

ASSIGNEE hereby confirms, agrees to and accepts this Assignment of Intellectual Property.

H&D ACQUISITION COMPANY

By: *Larry W. Carroll, Jr.*

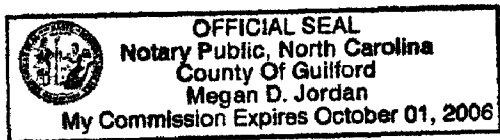
Name: LARRY W. CARROLL, JR.

Title: PRESIDENT

Date: 3/29/02

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF Guilford)

The foregoing Assignment of Intellectual Property - Trademarks, Service Marks and Trade Names was executed on this 29th day of March, 2002 by LARRY W. CARROLL, JR., PRESIDENT of H&D Acquisition Company, a North Carolina corporation, for and on behalf of said company, before me, a Notary Public in and for the State of North Carolina.



Megan D. Jordan
Notary Public

CABELA'S INCORPORATED

By: _____

Name: David A. Roehr

Title: Vice President

Date: _____

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

The foregoing Assignment of Intellectual Property - Trademarks, Service Marks and Trade Names was executed on this _____ day of March, 2002 by David A. Roehr, Vice President of Cabela's Incorporated, a Nebraska corporation, for and on behalf of said company, before me, a Notary Public in and for the State of Nebraska.

Notary Public

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF _____)

The foregoing Assignment of Intellectual Property - Trademarks, Service Marks and Trade Names was executed on this _____ day of March, 2002 by _____, _____ of H&D Acquisition Company, a North Carolina corporation, for and on behalf of said company, before me, a Notary Public in and for the State of North Carolina.

Notary Public

CABELA'S INCORPORATED

By: 

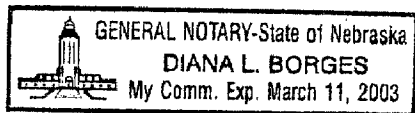
Name: David A. Roehr

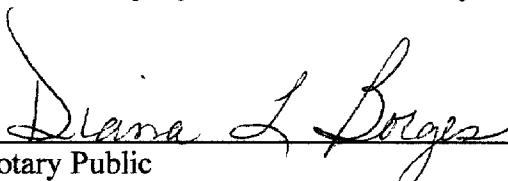
Title: Vice President

Date: March 28, 2002






STATE OF NEBRASKA)
) SS.
COUNTY OF Cheyenne)



The foregoing Assignment of Intellectual Property - Trademarks, Service Marks and Trade Names was executed on this 28th day of March, 2002 by David A. Roehr, Vice President of Cabela's Incorporated, a Nebraska corporation, for and on behalf of said company, before me, a Notary Public in and for the State of Nebraska.




Notary Public

H & D ACQUISITION COMPANY TRADEMARKS
(2/8/02)

Canada	DUNN'S	(1,004,769)	(2/10/99)	Abandoned	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
Canada	DUNN'S SUPPLY CATALOG SINCE 1950 & Design 	TMA537,433	11/21/00	Registered (15 yr. term); renewal due 11/21/15	35	Mail order services, mail order catalog services in the field of hunting, fishing, and sporting goods, products, accessories and clothing
US	DUNN'S 	2,288,510	10/26/99	Registered; Affidavit of Use due 10/26/05	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.
US	DUNN'S SINCE 1950 & Design 	2,280,564	9/28/99	Registered; Affidavit of Use due 9/28/05	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.
US	DUNN'S SUPPLY CATALOG SINCE 1950 & Design 	2,402,390	11/7/00	Registered; Affidavit of Use due 11/7/06	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 and clothing used in said fields.
US	HERTERS 	1,526,185	2/21/89	Renewed, next renewal due 2/21/09	42	Mail order services in the field of sporting goods;

US	HERTER'S SINCE 1893 TENACIOUS FOR QUALITY & Design	(76/258,119)	(5/16/01)	Published 12/18/01	35	Mail order services, mail order catalog services and telephone order catalog services in the field of sporting goods
US	QUALITY WATERFOWL DECOYS & Design	2,160,705	5/26/98	Registered; Affidavit of Use due 5/26/04	28	Waterfowl hunting decoys
US						
US	RESTLE	2,159,088	5/19/98	Registered; Affidavit of Use due 5/19/04	28	Waterfowl hunting decoys
US- Tennessee	DUNN'S & DESIGN	34200629	12/8/97	Registered	TN 22	Sporting goods
US- Tennessee						
US- Tennessee	OUTLAND	21340016	3/28/91	Abandoned	TN 3	(Not Available)
US- Tennessee	OUTLANDER	21340013	3/28/91	Renewed; next renewal due 3/28/06	TN 3	(Not available)

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WINLUB01:880886.1

03/29/2002 10:43 FAX 336 807 7505

KILPATRICK STOCKTON
333 GREENVILLE NC BUS LN

013 005 1342 0002

**RELEASE OF
HUNTING ASSETS
AND
RELATED COLLATERAL
("RELEASE")**

Reference is made to that certain Amended and Restated Loan Agreement dated as of March 30, 2001, as amended (the "Credit Agreement"), by and among Overton's, Inc. ("Overton's"), H&D Acquisition Company ("H&D"), Decoy, Inc. ("Decoy") and N.W. Hunting, Inc. ("NW Hunting") and Branch Banking and Trust Company ("Lender").

H&D, Decoy and NW Hunting have entered into an agreement to sell their business, operations and assets which solely related to the sale of decoys, equipment, apparel and accessories to customers engaged in the waterfowl and upland bird hunting, sporting dog training and shooting sports through retail stores, internet and mail order catalogs and the operation of a manufacturing facility distribution center in Beaver Dam, Wisconsin (all assets of H&D, Decoy and NW Hunting to be sold pursuant to the Acquisition Agreement, the "Hunting Assets") with Cabela's Incorporated ("Purchaser") pursuant to an Acquisition Agreement dated as of March 29, 2002 (the "Acquisition Agreement"), a copy of which has been delivered to Lender.

Pursuant to the Acquisition Agreement, H&D, Decoy and NW Hunting are required to deliver the Hunting Assets sold thereunder free and clear of any lien, security interest or other encumbrance, and H&D, Decoy and NW Hunting have therefore requested the undersigned Lender to release its security interest in the Hunting Assets effective upon the sale thereof to the Purchaser under the Acquisition Agreement and the Lender has agreed to do so under the terms hereof.

NOW, THEREFORE, the undersigned Lender does hereby release, cancel and terminate its security interest in the Hunting Assets of H&D, Decoy and NW Hunting to be sold pursuant to the Acquisition Agreement, such release, cancellation and termination to be effective as of (i) the transfer thereof by H&D, Decoy and NW Hunting pursuant to the Acquisition Agreement, (ii) the receipt by the Lender of all of the proceeds of the acquisition contemplated by the Acquisition Agreement (net of legal and investment banking fees) but in any event no less than \$5,250,000 in the form of immediately available funds on or before March 30, 2002 and (iii) the receipt by the Lender of the acknowledgement and consent of Bombardier Direct Corporation to the transfer of the Hunting Assets and the release of lien contemplated hereby.

The undersigned Lender agrees that this Release is being delivered to the Purchaser and may be relied on by Purchaser.

At the cost and expense of Overton's, H&D, Decoy and NW Hunting, the undersigned Lender also agrees to furnish such UCC releases and other instruments as are reasonably requested by H&D, Decoy and NW Hunting to effect or confirm of record this Release.

The undersigned Lender also agrees that this Release may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, and that executed versions hereof transmitted by facsimile shall be deemed delivery of the actual executed original.

Dated: March 28, 2002

BRANCH BANKING AND TRUST COMPANY

By: Richard Yaman
Title: Sr. Vice President

Doc. No. 491062

TOTAL P. 02

RELEASE OF SECURITY INTERESTS

TRADEMARKS

RELATED
TO 3

The undersigned does hereby release, cancel and terminate its security interest in the intellectual property interests of Overton's, Inc., Decoy, Inc., N.W. Hunting, Inc., H & D Acquisition Company (collectively, the "Overton Companies"), the trademark works set forth on Schedule "A" attached hereto, created by that certain Intellectual Property Security Agreement executed by Overton Companies in favor of Secured Party recorded with United States Patent and Trademark Office on June 21, 2001, in Reel/ Frame 2324/0120.

Dated: May 21st, 2002

BOMBARDIER DIRECT CORPORATION

By: Michel Baril MICHEL BARIL

Title: President

BY: Cler CLAUDE FERLAND

TITLE: DIRECTOR

SCHEDULE "A"**TRADEMARKS**

Description	Registration Number	Registration Date
Dunn's	US 2,88,510	10/26/99
Dunn's Since 1950 & Design	US 2,280,564	09/28/99
Dunn's Supply Catalog Since 1950 & Design	US 2,402,390	11/07/00
Herter's	US 1,526,185	02/21/89
Quality Waterfowl Decoys & Design	US 2,160,705	05/26/98
Restle	US 2,159,088	05/19/98
North Wind Decoys	US 1,209,869	09/21/82
North Wind Decoys & Design	US 1,241,289	06/07/83