



5-31-02

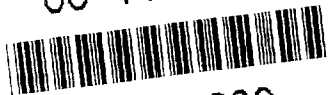
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HEET U.S. DEPARTMENT OF COMMERCE  
.Y U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
HSBC Business Credit (USA) Inc. *5.30.02*

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

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

2. Name and address of receiving party(ies)  
Name: Tap Enterprises, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 650 North Lincoln  
City: Spring Hill State: KS Zip: 66083

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: April 29, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 76/263,153;  
76/263,182; 75/889,474; 75/908,092;

B. Trademark Registration No.(s) 1,226,574;  
1,209,535; 1,212,260; 1,221,753;

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Christopher J. Hayes, Esq.  
Internal Address: Bryan Cave LLP

Street Address: One Metropolitan Square  
211 North Broadway, Suite 3600  
City: St. Louis State: MO Zip: 63102-2750

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....\$ 665.00  
 Enclosed  
 Authorized to be charged to deposit account (in the event of additional fees).

8. Deposit account number:  
02-4467

DO NOT USE THIS SPACE

9. Signature.  
Christopher J. Hayes  
Name of Person Signing

*Christopher Hayes*  
Signature

*May 29, 2002*  
Date

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

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

06/10/2002 TDIAZ1 00000135 76263153


01 FC:481 40.00 OP  
02 FC:482 625.00 OP

TRADEMARK  
REEL: 002523 FRAME: 0024



**ATTACHMENT TO RECORDATION FORM COVER SHEET**

**ADDITIONAL TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>
AMERICAN CAMPER AC & Design 	1,234,662
	1,237,388
	1,238,371
AMERICAN CAMPER & Design	1,939,793
	1,939,805
	2,092,714
	2,092,715
	2,092,717
AVID OUTDOOR	1,549,634
	1,926,093
AVID OUTDOOR IT'S GREAT OUT THERE & Design	2,253,518
	2,253,519
AVID OUTDOOR & Design	2,013,985
AVID & Design	2,012,072
CAMP WAYS	1,493,149
NATURALEAF	2,126,079
	2,212,575
WEATHERITE	777,904

## ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("ASSIGNMENT") is made and entered into as of January 28, 2002, by and between HSBC BUSINESS CREDIT (USA) INC., a corporation organized under the laws of the State of Delaware, having an address of 2405 Grand Avenue, Suite 900, Kansas City, Missouri 64108, United States of America (hereinafter "Assignor"), and Tap Enterprises, Inc., a corporation organized under the laws of the State of Nebraska, having an address of 650 North Lincoln, Spring Hill, Kansas 66083, United States of America (hereinafter "Assignee").

WHEREAS, Assignor, prior to and as of the date hereof, owned the marks identified on Schedule 1 attached hereto (the "Marks"), by virtue of an Agreement for Voluntary Surrender dated December 13, 2001, transferring, among other things, all right, title, and interest in the Marks from Avid Outdoor, L.L.C., to Assignor; and

WHEREAS, Assignee is a successor to a portion of the business of Assignor to which the Marks pertain and is desirous of acquiring said Marks, applications, registrations, and common law rights therein; and

WHEREAS, Assignor and Assignee are parties to a certain Secured Creditor's Bill of Sale Pursuant to K.S.A. § 84-9-610 dated January 28, 2002 ("Secured Creditor's Bill of Sale"), which provides for, among other things, the assignment of the Marks from Assignor to Assignee without representations or warranties of any kind.

NOW, THEREFORE, in consideration of, and subject to, the mutual covenants and obligations contained in the Secured Creditor's Bill of Sale, one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries including Argentina, Brazil, Canada, Chile, China, Columbia, Russia, South Korea, Taiwan, Thailand, and Venezuela, in and to the Marks, all applications, registrations and common law rights therefor and thereto, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of said Marks, as part of the portion of the business to which the Marks pertains as required by 15 U.S.C. § 1060. This Assignment shall be effective as of January 28, 2002.

This Assignment is being executed and delivered pursuant to, and subject to, the Secured Creditor's Bill of Sale and is not intended to create any additional rights or obligations of the parties hereto.





**SCHEDULE 1**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>DATE OF REGISTRATION</b>
<b>American Camper</b>	1,573,967 (Argentina) 816,182,361 (Brazil) 816,182,353 (Brazil) 451,452 (Chile) 182866 (Columbia) 151,195 (Thailand) 151,411 (Thailand) 61-95 (Venezuela)	Registered on 08/31/1995 Registered on 05/11/1994 Registered on 07/25/1995 Registered on 10/13/1995 Registered on 11/24/1995 Registered on 11/26/1990 Registered on 11/26/1990 Registered on 04/26/1996
<b>American Camper AC (stylized)</b>	1,226,574 (USA)	Registered on 02/08/1983
<b>American Camper AC &amp; Design</b>	1,209,535 (USA)** 1,212,260 (USA) 1,221,753 (USA) 1,234,662 (USA) 1,237,388 (USA) 1,238,371 (USA) 214,684 (S. Korea) 218,129 (S. Korea)(A) 219,182 (S. Korea) 219,183 (S. Korea) 220,509 (S. Korea) 221,402 (S. Korea) 221,404 (S. Korea) 224,577 (S. Korea)(A) 226,702 (S. Korea) 228,799 (S. Korea) 229,623 (S. Korea) 233,371 (S. Korea) 257,274 (S. Korea) 257,275 (S. Korea) 211,573 (Taiwan) 211,829 (Taiwan) 257,916 (Taiwan)	Registered on 09/21/1982 Registered on 10/12/1982 Registered on 12/28/1982 Registered on 04/12/1983 Registered on 05/10/1983 Registered on 05/17/1983 Registered on 06/11/1991 Registered on 08/02/1991 Registered on 08/14/1991 Registered on 08/14/1991 Registered on 08/30/1991 Registered on 09/16/1991 Registered on 09/16/1991 Registered on 10/23/1991 Registered on 11/26/1991 Registered on 12/19/1991 Registered on 01/04/1992 Registered on 02/28/1992 Registered on 01/15/1993 Registered on 01/15/1993 Registered on 05/16/1983 Registered on 05/16/1983 Registered on 09/16/1984
<b>American Camper &amp; Design</b>	1,939,793 (USA) 1,939,805 (USA) 2,092,714 (USA)* 2,092,715 (USA)* 2,092,717 (USA)* TMA489,929 (Canada) 130,838 (Russia)	Registered on 12/05/1995 Registered on 12/05/1995 Registered on 09/02/1997 Registered on 09/02/1997 Registered on 09/02/1997 Registered on 02/13/1998 Registered on 05/15/1995
<b>American Camper &amp; Design</b>	TMA528,514 (Canada)	Registered on 05/29/2000

(Banner Design) American Camper the Leader in Family Camping Fun & Design (Banner w/ Position Statement)	TMA528,521 (Canada)	Registered on 05/29/2000
American Camper & Device	579,431 (China) 581,198 (China) 582,301 (China) 582,729 (China) 582,803 (China) 582,804 (China) 582,805 (China) 583,557 (China) 583,985 (China)	Registered on 01/20/1992 Registered on 01/30/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/20/1992 Registered on 02/20/1992
American Clearwater	582,889 (China)	Registered on 02/10/1992
American Clearwater Rainwear & Device	347,798 (Taiwan)	Registered on 12/01/1986
American Clearwater Rainwear & Design	1,164,704 (USA)	Registered on 08/11/1981
Camp Ways	1,493,149 (USA)	Registered on 06/21/1988
Nesco	858,285 (USA)	Registered on 10/08/1968
Weather-Rite	1,878,692 (USA) 816,182,370 (Brazil) 816,182,388 (Brazil) 149,260 (Thailand) 150,264 (Thailand)	Registered on 02/14/1995 Registered on 10/06/1992 Registered on 08/18/1992 Registered on 11/26/1990 Registered on 01/03/1991
Weather-Rite & Device	578,752 (China)	Registered on 01/10/1992
Weather-Rite WR & Design	218,128 (S. Korea) 220,508 (S. Korea) 130,839 (Russia) 212,855 (Taiwan)	Registered on 08/02/1991 Registered on 08/30/1991 Registered on 08/15/1995 Registered on 06/01/1983
Weatherite	777,904 (USA)	Registered on 09/29/1964
X Caliber & Design	90-10333 (S. Korea) 218,130 (S. Korea) 219,184 (S. Korea) 221,403 (S. Korea) 225,546 (S. Korea)	Registration date not available. Registered on 08/02/1991 Registered on 08/14/1991 Registered on 09/16/1991 Registered on 11/09/1991
Xcaliber & Device	577,746 (China)	Registered on 12/30/1991

**Trademark Applications**

MARK	SERIAL NUMBER	APPLICATION DATE
American Camper	7315-95 (Venezuela)	Application filed on 08/23/1996 (trademark was granted on August 23, 1996; awaiting certificate)
Kampin' Kids	75/889,474 (USA)	Application filed on 01/06/2000
MultiFuel	75/908,092 (USA)	Application filed on 01/24/2000

**Common Law Trademarks**

**American Camper (word mark)**

**American Camper & Design (Banner Design)**

**American Camper the Leader in Family Camping Fun & Design (Banner w/Positioning Statement w/Mountains & Trees)**

**EasyLight**

**The Leader in Family Camping Fun**

**X-Caliber/Xcaliber**



UNITED STATES TRADEMARK AND SERVICE MARK CERTIFICATES

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
1,549,634	Avid Outdoor	July 25, 1989
1,916,487	Avid	September 5, 1995
1,926,093	Avid Outdoor	October 10, 1995

U.S. TRADEMARK REGISTRATIONS

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
AVID OUTDOOR IT'S GREAT OUT THERE. and Design	USA	2,253,518	06/15/99
	USA	2,253,519	06/15/99
AVID OUTDOOR and Design	USA	2,013,985	11/05/96
AVID and Design	USA	2,012,072	10/29/96
NATURALEAF	USA	2,126,079	12/30/97
	USA	2,212,575	12/22/98

U.S. TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>
CAMP-WAYS	USA	76/263,182	05/29/01
AVID LIFE STYLES	USA	76/263,153	05/29/01