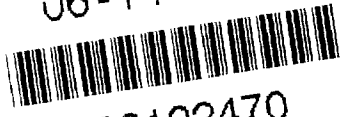


06-14-2002



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.

6-14-02

1. Name of conveying party(ies): N.W. Hunting, Inc. Association

2. Name and address of receiving party(ies): Name: Cabela's Incorporated Internal Address: One Cabela Drive Sidney NE Zip: 69160

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: March 29, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,209,869 1,241,289

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 Sidney NE Zip: 69160

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

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 Signature Date: 6-13-02

06/14/2002 DBYRNE 00000191 1209869 40.00 OP 25.00 UP

Total number of pages including cover sheet, attachments, and document: 6 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002525 FRAME: 0275

**ASSIGNMENT OF INTELLECTUAL PROPERTY-
TRADEMARKS, SERVICE MARKS AND TRADE NAMES**
(NW Hunting)

This Assignment, effective this 29th day of March, 2002, by and between N.W. HUNTING, INC., 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.

N.W. HUNTING, INC.

By: Larry W. Carroll, Jr.

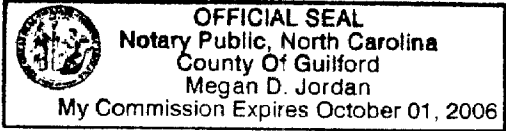
Name: LARRY W. CARROLL, JR.

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 N.W. Hunting, Inc., 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.

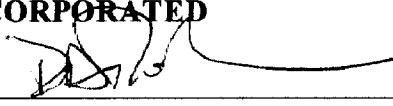
Notary Public

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 N.W. Hunting, Inc., 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: _____ 

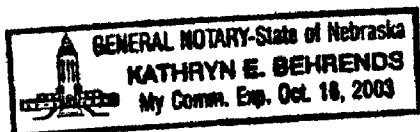
Name: David A. Roehr

Title: Vice President

Date: March 29, 2002


STATE OF NEBRASKA)
) SS.
COUNTY OF Cheyenne)

The foregoing Assignment of Intellectual Property - Trademarks, Service Marks and Trade Names was executed on this 29th 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.



Kathryn E. Behrends
Notary Public

N.W. HUNTING, INC. TRADEMARKS
(2/8/02)

US	NORTH WIND DECOYS	1,209,869	9/21/82	Registered; Renewal due 9/21/02	28	Sporting goods particularly waterfowl decoys
US	NORTH WIND DECOYS & Design 	1,241,289	6/7/83	Registered; Renewal due 6/7/03	28	Waterfowl hunting decoy

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