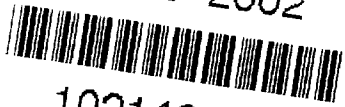


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

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.

1. Name of conveying party(ies): Ruger Equipment, Inc. 6-28-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? [X] Yes [] No

2. Name and address of receiving party(ies)
Name: REC Acquisition, Inc.
Internal Address: 204 Deeds Drive
Street Address:
City: Dover State: OH Zip: 44622
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State OHIO
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 [X] No

3. Nature of conveyance:
[X] Assignment Merger
[] Security Agreement Change of Name
[] Other
Execution Date: March 28, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,218,884
Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark A. Watkins
Internal Address: Hahn Loeser & Parks LLP
1225 West Market Street, Twin Oaks Estate
Akron OH 44313
Street Address:
City: State: Zip:

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41) \$ 240.00
[X] 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.
Mark A. Watkins Name of Person Signing
[Signature] Signature
June 28, 2002 Date

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

07/05/2002 6TON11 00000231 1218884
01 FC:481 40.00 OP
02 FC:482 125.00 OP

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

TRADEMARK REEL: 002538 FRAME: 0736

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 1,157,005, 1,200,177, 531,601, 947,557, and 1,166,427

ASSIGNMENT OF TRADEMARKS

WHEREAS, Ruger Equipment, Inc., an Ohio corporation (hereinafter "Ruger") is the owner of trademarks (the "Trademarks") set forth on the attached Schedule A;

WHEREAS, Ruger has granted a security interest in the Trademarks to The Huntington National Bank ("Bank") (Ruger and Bank are hereinafter collectively referred to as "Assignors"); and

WHEREAS, Ruger, REC Acquisition, Inc. ("Assignee"), Bank, and certain other parties have entered into that certain Secured Party Asset Sale Agreement (the "Agreement") dated as of March __, 2002 pursuant to which Assignors have agreed to sell and assign certain assets, including the Trademarks, to Assignee.

NOW THEREFORE, in consideration of the agreements made by Assignee under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ruger does hereby assign and transfer to Assignee its entire and undivided right, title and interest associated therewith and in and to the Trademarks identified on the attached Schedule A, and Bank, as secured party, does hereby assign and transfer to Assignee all of Ruger's right, title and interest in and to the Trademarks, together with all the goodwill of its business symbolized thereby and all registrations and pending applications to register the same, as well as all rights to injunctive relief, damages, or profits, due or accrued, arising out of all causes of action, past and future, relating to the Trademarks, including infringement of the Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in its, the Assignee's, own name and its successors assigns or other legal representatives. Notwithstanding anything to the contrary contained herein, Bank retains a perfected lien and security interest in the Trademarks to secure a certain Promissory Note by Assignee in favor of Bank, dated March 25, 2002.

Assignors shall cooperate with Assignee in connection with realizing Assignee's rights and benefits with respect to the Trademarks and Ruger hereby agrees to do all acts and things, and Assignors hereby agree to make, execute and deliver any and all other documents, instruments, or certificates, including, without limitation, any such items required by the Patent and Trademark Office, as shall from time to time be reasonably required by Assignee to evidence, consummate and/or give effect to the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed this 28th day of March, 2002.

Ruger Equipment, Inc.

By:



Stacia G. Davis

Title: President

Ruger Equipment, Inc. ✓ ^{OTDL}

By: Stacia G. Davis *Stacia G. Davis* PRESIDENT
Stacia G. Davis
Title: President

By: STACIA G. DAVIS
Title: PRESIDENT

The Huntington National Bank

By: Thomas P. Krumer
Title: VICE PRESIDENT

By: THOMAS P. KRUMER
Title: _____

STATE OF OHIO)
COUNTY OF Summit)

SS:

On this 28 day of March, 2002, before me appeared Stacia Davis ^{ODALY} and _____ the persons who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of Ruger Equipment, Inc., with authority to do so.

Hanan Halaseh *Hanan Halaseh* ^{EXP 12-9-06}
Notary Public HANAN HALASEH

STATE OF _____)
COUNTY OF _____)

SS:

On this 29TH day of March, 2002, before me appeared THOMAS P. KRUMER and _____ the persons who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of The Huntington National Bank, with authority to do so.

Michele B. Richards
Notary Public
MICHELE B. RICHARDS
Notary Public, State of Ohio
My Commission Expires 3/7/2004