

12-17-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE

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

Tab settings

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

1. Name of conveying party(ies): VULCAN OUTDOORS, INC. 12-11-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: EBSCO INDUSTRIES, INC.
Internal Address:
Street Address: P.O. Box 1943
City: Birmingham State: AL Zip: 35201
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State 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 Merger
Security Agreement Change of Name
Other
Execution Date: 12/04/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/239,101
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher A. Holland, Esq.
Internal Address: Smith, Gambrell & Russell, LLP
Suite 3100, Promenade II
Street Address: 1230 Peachtree Street, N.E.
City: Atlanta State: GA Zip: 30309-3592

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 number:

DO NOT USE THIS SPACE

9. Signature.
Christopher A. Holland
Name of Person Signing
Signature
December 5, 2002
Date

Total number of pages including cover sheet, attachments, and document: 2

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

12/16/2002 LMUELLER 00000202 76239101 40.00 OP

TRADEMARK REEL: 2633 FRAME: 0995

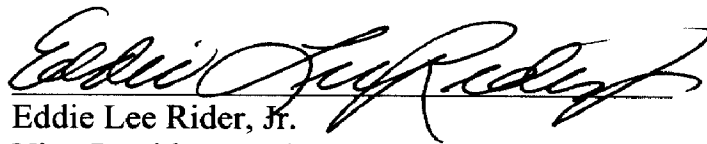
Trademark Assignment

WHEREAS, Vulcan Outdoors, Inc., an Alabama corporation, with having had a principal place of business at One Chase Corporate Drive, Suite 300, Birmingham, AL 35244, (Assignor), has adopted, owns and is using the mark FISH & HUNT (the Mark) in connection with the following goods and/or services: magazine, namely, a publication pertaining to outdoorsmen; and

WHEREAS, Assignor owns a federal application for the Mark on the Supplemental Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Application Serial No. 76/239,101, filed on April 9, 2001; and

WHEREAS, EBSCO Industries, Inc., a Delaware corporation, with its principal place of business at P.O. Box 1943, Birmingham, Alabama 35201 (Assignee), desires to acquire ownership of the Mark and the above-referenced registration;


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, by these presents does sell, assign and transfer unto the Assignee all of its right, title and interest in and to the said trademark described above, together with the goodwill of the business symbolized by said trademarks and registrations thereof, nunc pro tunc, effective as of the 11 day of February, 2002, the same to be held and enjoyed by the said Assignee, for its own use and benefit and that of its successors, assigns and legal representatives, to the full end of the term for which said trademarks are granted, as fully and entirely as the same would have been held had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives; and said Assignor does hereby covenant and agree with the said Assignee to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said trademark, claims for damages by reason of past infringement and right to sue and collect therefore to Assignee.



Eddie Lee Rider, Jr.
Vice-President, Vulcan Outdoors, Inc.

Dated effective as of: 2-11-02

SUBSCRIBED and SWORN to before me this 4 of December, 2002.



Notary Public

My Commission Expires: 11-14-2006

LIT/784551.1