

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Merchantile Bank National Association

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: Outland Sports, Inc.
Internal Address: _____
Address: _____
Street Address: 8575 W. 110th St., Suite 205
City: Overland Park State: KS Zip: 66210

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Missouri
 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 Release of Security Agreement

Execution Date: 06/05/1998

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

A. Trademark Application No.(s) _____

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: Brian G. Gilpin
Internal Address: Godfrey & Kahn, S.C.

Street Address: 780 North Water Street

City: Milwaukee State: WI Zip: 53202

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:
07-1509

DO NOT USE THIS SPACE

9. Signature.



Brian G. Gilpin Brian G. Gilpin August 28, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$190.00 071509 2071924

TRADEMARKS

MARK	SERIAL NO./REG. NO.
FEATHER FLEX	2,071,924
SIGHT VISE	2,030,200
THUNDER DOME	2,100,076
	2,028,271
K'MEER	1,582,739
	1,510,251
CIRCE	1,249,150

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IMPORTANT - READ INSTRUCTIONS ON BACK BEFORE FILING THIS FORM. DO NOT DETACH SLIP

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THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

11. CHECK TO REQUEST SAME SECTION SEARCH CERTIFICATE (INSTRUCTION 8.11)

1. DEBTOR (IF PERSONAL) LAST NAME Outland Sports, Inc. d/b/a Sport-plex, Inc.		FIRST NAME	MI.	1A. PREFIX	1B. SUFFIX
10. MAILING ADDRESS c/o George E. Baum Merchant Bank, L.L.C., 1716 Wyandotte Plaza 20 West 12th Street		1D. CITY, STATE Kansas City, Mo.			1E. ZIP CODE 64105
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	MI.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE			2E. ZIP CODE
3. SECURED PARTY (IF PERSONAL) LAST NAME Mercantile Bank National Association		FIRST NAME	MI.		
3A. MAILING ADDRESS 721 Locust Street		3B. CITY, STATE St. Louis, Mo.			3C. ZIP CODE 63101
4. ADDITIONAL SECURED PARTY (IF ANY)					4C. ZIP CODE
4A. MAILING ADDRESS		4B. CITY, STATE			4D. ZIP CODE

5. ORIGINAL FINANCING STATEMENT NUMBER 08-376599	6A. ORIGINAL DATE FILED 4-3-98	6. CHECK IF APPLICABLE <input type="checkbox"/>	THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED
7. <input checked="" type="checkbox"/> AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION 8.7(A))			
B. <input type="checkbox"/> TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION 8.7(B))			
C. <input type="checkbox"/> PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION 8.7(C))			
D. <input type="checkbox"/> CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION 8.7(D))			
E. <input type="checkbox"/> TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION 8.7(E))			
F. <input type="checkbox"/> PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION 8.7(F))			
G. <input checked="" type="checkbox"/> TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION 8.7(G))			

See attached Continuation Sheet for a description of the collateral granted.

8. SIGNATURE(S) OF DEBTOR(S)
SIGNATURE(S) OF SECURED PARTY(IES) Mercantile Bank National Association

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

10. Return copy to:
NAME: See returned envelope.
ADDRESS:
CITY:
STATE:
ZIP:

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CONTINUATION SHEET

Additional Locations of Debtor:

4500 Doniphan Drive
Box 220
Neosho, Missouri 64850

Norland Plastics
117 Baughman
Haysville, Kansas 67060

Accurate Plastics
120-220 Mt. Vernon Street
Nixa, Missouri 65714

Collateral Description:

All of Debtor's right, title and interest in and to the following described property and any and all additions, accessions and substitutions thereto or therefor, whether now owned or hereafter created or acquired by Debtor (hereinafter collectively referred to as the "Collateral"):

(a) All accounts, contract rights, chattel paper, documents, instruments, general intangibles and other forms of obligation and other rights to the payment of money, and all of Debtor's rights in, to and under all purchase orders received by Debtor, now owned or which may hereafter be created or acquired by Debtor (collectively, "Accounts"), and all goods whose sale, lease, rental or other disposition by Debtor have given rise to Accounts and have been returned to or repossessed or stopped in transit by Debtor;

(b) All inventory of Debtor, whether held for sale or lease or furnished or to be furnished under contracts for services or to be used or consumed in Debtor's business, and any documents of title representing any such inventory, wherever located, whether in transit, held by others for Debtor's account, covered by warehouse receipts, purchase orders and/or contracts, or in the possession of any carriers, forwarding agents, truckers, warehousemen, vendors or other Persons, including, without limitation, all raw materials, work in process, finished goods, supplies, goods, merchandise, materials, components, incidentals, office supplies and packaging and shipping materials (collectively, "Inventory");

(c) All general intangibles of any kind or nature whatsoever, including, without limitation, all patents, trademarks and copyrights, and all applications for, registrations of and licenses of the foregoing, and all computer software, product specifications, trade secrets, licenses, trade names, service marks, goodwill, beneficial interests, tax refunds and rights to tax refunds (collectively, "General Intangibles");

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(d) Goods (other than Inventory), machinery, equipment, motor vehicles, appliances, apparatus, furniture, furnishings, fixtures, parts, fittings, dies, tools, jigs, supplies and other tangible personal property, together with all accessories and parts now or hereafter affixed or appertaining thereto or used in connection therewith (collectively, "Equipment");

(e) Monies, reserves, deposits, certificates of deposit and deposit accounts and interest or dividends thereon, securities, cash, cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Bank, any of its affiliates or its bailees;

(f) All books, records, computer records, computer disks, ledger cards, programs and other computer materials, customer and supplier lists, invoices, orders and other property and general intangibles at any time evidencing or relating to any of the Collateral (collectively, "Records");

(g) All accessions to any of the property described above and all substitutions, renewals, improvements and replacements of any additions thereto; and

(h) All proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c), (d), (e), (f) and (g) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, including, without limitation, all income, accounts, contract rights, general intangibles, chattel paper, notes, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchanges or other disposition of any of the foregoing items (provided, however, that nothing contained herein or in any financing statement shall be deemed to permit or assent to any such disposition other than the sale of Inventory in the ordinary course of business), and insurance proceeds, and all products, of (a), (b), (c), (d), (e), (f) and (g) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

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Mercantile Bank N.A.

Mercantile Tower
P.O. Box 524
St. Louis, MO 63166-0524
314-425-2525

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**MERCANTILE
BANK**

June 5, 1998

Outland Sports Inc.
8675 West 96th Street
Suite 204
Overland Park, KS 66210

Re: Payoff and Release of Liens Letter

Ladies and Gentlemen:

Reference is made to the Revolving Credit and Term Loan Agreement dated as of July 18, 1997 between Outland Sports, Inc. (the "Borrower") and Mercantile Bank National Association (the "Bank") (the "Credit Agreement"). Any term used herein and not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement.

This letter is to confirm the agreement of the Borrower and the Bank that upon receipt by the Bank of payment of Four Million Nine Hundred and Ninety-Three Thousand Eight Hundred and Twenty-Nine Dollars and Forty-Seven Cents (\$4,993,829.47) (pursuant to the succeeding sentence (the "Repayment Amount"), in accordance with the wire instructions listed below, (1) the Borrower's obligations under the Credit Agreement shall be paid in full, (2) the Revolving Credit commitment shall be canceled, (3) the Credit Agreement shall be terminated and (4) all liens, security interests, deeds of trust that Bank has or may have against the assets of Borrower ("Assets") are automatically released and the security interest and pledge granted by Outland Investments, LLC in stock of the Borrower is also released.

Payments of the Repayment Amount shall be made via wire transfer of immediately available federal funds to the following account:

Bank:	Mercantile Bank
ABA #:	081000210
Acct. #:	140117-939
Ref.:	Outland Sports - Attn: Juli Wisniewski

Upon receipt of the Outstanding Obligations as provided above, the Bank agrees to promptly execute and deliver to the Borrower Form UCC-3 termination statements releasing the Assets for filing in each of the jurisdictions where the Bank has filed a Form UCC-1 financing

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statement covering the Assets. The Bank further agrees to take all of the necessary steps to execute and deliver such additional termination statements, lien releases, patent and trademark assignments, and other instruments as may be necessary or desirable to evidence the release of its rights, title and interest in the Assets, and to terminate of record the liens, pledges, security interest and encumbrances on the Assets.

The Bank represents and warrants that it has the full right, power and authority to execute, deliver and perform this letter and to release the Assets as provided herein and that it has not assigned any of its rights, title or interest in, or created any liens with respect to, the Assets (other than those being released and terminated hereby). The Bank further represents that it does not have any lien, pledge, security interest, financing statement, encumbrance, mortgage or claim or guarantee in, to, from or against any person or entity other than the Borrower and Outland Investments, LLC as security or support for any indebtedness of the Borrower to the Bank.

The Bank agrees that this letter may be relied on by IBJ Schroder Bank and Trust Company.

The Bank agrees that a copy of this, executed by the Bank and sent by telecopy or facsimile transmission to the Borrower, shall have the same force and effect as an originally executed copy of this letter.

This letter shall become effective as of the date first written above.

Very truly yours,

MERCANTILE BANK NATIONAL ASSOCIATION

By: Juli K. Wisniewski
Name: Juli K. Wisniewski
Title: Banking Officer

Agreed to and accepted this 5 day of June, 1998

OUTLAND SPORTS, INC.

By: [Signature]
Name: DAN ZARZAN
Title: PRES.