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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

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):

BACK BAY CAPITAL FUNDING, LLC

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other SECURED PARTY'S BILL OF SALE

Execution Date: 10/15/02

2. Name and address of receiving party(ies)

Name: BUG-OUT OUTDOORWEAR, INC.

Internal

Address:

Street Address: 22111 230TH AVENUE

City: CENTERVILLE State: IA Zip: 52544

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,333,163

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DONALD H. ZARLEY

Internal Address:

Street Address: ZARLEY LAW FIRM PLC, CAPITAL SQUARE, 400 LOCUST, SUITE 200

City: DES MOINES State: IA Zip: 50309-2350

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$

- Enclosed DOCUMENT ID 102290823A, Authorized to be charged to deposit account

8. Deposit account number:

(Already paid)

DO NOT USE THIS SPACE

9. Signature.

Donald H. Zarley

Name of Person Signing

Signature

Apr. 11, 2003

Date

Total number of pages including cover sheet, attachments, and document.

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

Continuation of Item 4:

1,333,164

1,344,418

1,344,419

1,231,176

1,297,702

1,297,708

## SECURED PARTY'S BILL OF SALE

October 15, 2002

For good and valuable consideration, and in consideration of \$100,000.00, the receipt and sufficiency of which are hereby acknowledged, Back Bay Capital Funding, LLC, as Successor Agent, successor to Foothill Capital Corporation, as Agent and Co-Agent, pursuant to a certain Resignation as Agent and Co-Agent and Appointment of Successor Agent and Successor Co-Agent dated May 7, 2002, a copy of which is annexed hereto marked Schedule 1 (the "Secured Party"), a Delaware limited liability company with its principal place of business at 40 Broad Street, Boston, Massachusetts, hereby sells, assigns, and transfers to Bug-Out Outdoorwear, Inc., a Nebraska corporation with its principal place of business at 22111 230<sup>th</sup> Avenue, Centerville, Iowa (the "Purchaser"), all of the personal property (the "Purchased Assets") listed on Exhibit "A", annexed hereto and incorporated herein by reference, in which the Secured Party has been granted a security interest by Thomaston Mills, Inc. (the "Borrower"), including the goodwill that may be attached to each trademark included in the Purchased Assets in conjunction with the business in which the trademarks may have been used.

The Purchaser and the Secured Party acknowledge and agree as follows:

(a) Except as expressly set forth in subparagraph (b), below, this secured party's sale is made **WITHOUT** any representations or warranties whatsoever by the Secured Party, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing exclusion of representations and warranties, this secured party's sale is made **WITHOUT ANY WARRANTY OF MERCHANTABILITY** and **WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**. There is further no warranty relating to title, possession, quiet enjoyment, or the like in this disposition.

(b) The Secured Party solely represents and warrants to the Purchaser that:

(i) The Secured Party has been granted a security interest by the Borrower, as provided in, among other things, a certain Loan and Security Agreement dated as of July 27, 1999, a certain Trademark Security Agreement dated as of July 27, 1999, and a certain Patent Security Agreement dated as of July 27, 1999 (collectively, the "Security Agreements");

(ii) The Borrower has defaulted in connection with the "Obligations" (as defined in the Security Agreements) secured by the security interest granted to the Secured Party;

(iii) The Secured Party is, through this Secured Party's Bill of Sale, exercising its post-default remedies with respect to the Purchased Assets;

(iv) By reason of such exercise, it is the intention of the parties hereto that the Purchaser acquire through this Secured Party's Bill of Sale the rights of the Borrower in and to the Purchased Assets; and

(v) The Secured Party has complied with the Uniform Commercial Code in connection with this secured party's sale.

Other than the specific foregoing representations, this secured party's sale is made without any representations or warranties by the Secured Party as to the validity, enforceability, priority, or perfection of the Secured Party's liens on and security interests in the Purchased Assets, or the ownership of, rights in, location of, or access to, or any other matter concerning, the Purchased Assets.

(c) The Purchaser warrants and represents that the Purchaser (i) has made its own independent investigation and evaluation as to the nature and sufficiency of the Purchased Assets and the status of title to the Purchased Assets, (ii) is acquiring the Purchased Assets **AS IS** and **WHERE IS**, (iii) has entered into this transaction after consultation with independent counsel of the Purchaser's own selection, and (iv), other than as is specifically set forth in subparagraph (b), above, is not relying upon any representation or warranty of the Secured Party in consummating this transaction.

(d) Upon delivery of this Secured Party's Bill of Sale, all risk of loss with respect to the Purchased Assets shall transfer to the Purchaser. The Purchaser further acknowledges and agrees that by accepting this Secured Party's Bill of Sale, the Purchaser has received all of the Purchased Assets to be transferred hereunder and that, except as expressly set forth in subparagraph (g), below, the Secured Party has performed all and singular its obligations to the Purchaser in connection with this transaction.

(e) The Purchaser's sole and exclusive remedy, both at law and in equity, for any breach of this Secured Party's Bill of Sale by the Secured Party shall be limited to the refund of all or a portion, as may be appropriate, of the purchase price actually paid by the Purchaser to the Secured Party. In no event shall the Secured Party ever be liable to the Purchaser (or its successors or assigns) for any claims, damages, costs, expenses, or liabilities of any nature whatsoever, or for any incidental, consequential, special or punitive damages arising out of any breach by the Secured Party of the terms and conditions of this Secured Party's Bill of Sale or otherwise in any way relating to this transaction or the Purchased Assets.

(f) To the extent that any sales, use or other taxes, whether federal, state, or otherwise, excepting only income taxes, are levied or imposed by reason of the transaction contemplated hereby, the Purchaser hereby acknowledges and agrees that the Purchaser shall, in addition to all other amounts payable hereunder, pay all of

such taxes, and hereby indemnifies the Secured Party against, and holds the Secured Party harmless from, any and all losses, claims, and liabilities and related expenses incurred by or arising out of any obligation to collect and/or to remit any taxes or charges which may be applicable to the transaction contemplated hereby.

(g) Subsequent to the delivery to the Purchaser of this Secured Party's Bill of Sale, the Secured Party shall take such additional steps and execute and deliver to the Purchaser such additional documents as may be reasonably necessary for the Purchaser to confirm its ownership of the Purchased Assets, including, without limitation, any instruments required by the United States Patent and Trademark Office to register in the Purchaser's name its ownership of any of the Purchased Assets. For a period of six (6) months from and after the date of this Secured Party's Bill of Sale, the Secured Party shall endeavor to afford the Purchaser reasonable access to the Borrower's files relating to the Purchased Assets to make copies thereof or extracts therefrom.

(h) The Purchaser and the Secured Party warrant and represent to each other that each has full power and authority to execute, deliver, and perform its agreements set forth herein, and the person executing and delivering this Secured Party's Bill of Sale in the name, and on behalf of the Purchaser and the Secured Party, respectively, have been duly authorized so to do.

(i) The name and mailing address of the Secured Party, the Purchaser, and the Borrower are as follows:

**Secured Party**

Back Bay Capital Funding, LLC  
40 Broad Street  
Boston, Massachusetts 02109

**Purchaser**

Bug-Out Outdoorwear, Inc.  
22111 230<sup>th</sup> Avenue  
Centerville, Iowa 52544

**Borrower**

Thomaston Mills, Inc.  
c/o Mr. Charles Crumley  
Crumley Consulting Group, Inc.  
2320 Perimeter Drive, Suite 101  
Atlanta, Georgia 30341-1317

This Secured Party's Bill of Sale shall be governed by and construed in accordance with the internal law of the Commonwealth of Massachusetts (without regard to conflicts of laws principles) and is intended to take effect as a sealed instrument.

Executed as of this 15th day of October, 2002, as a sealed instrument.

"SECURED PARTY"  
BACK BAY CAPITAL FUNDING, LLC

By: 

K.M. O'Connell

Title: Director

Acknowledged, accepted, and agreed on the terms set forth herein:

"PURCHASER"  
BUG-OUT OUTDOORWEAR, INC.

By:  Bruce Watley

Title: President

734142.5

Patent	U. S. Patent No.	Issue Date
Snake Proof Chaps	4-382-301	05/10/83
Snake Protective Leggings	5-170-503	12/15/92

Mexican Patent	Patent No.	Issue date
Articulo protector de vestir, adaptado para proteger a un usuario de mordeduras de serpientes	176171	09/30/94

2. Each license, license agreement, contract, or similar instrument relating in any manner to the Rattler's brand or the trademarks and patents of the Borrower pertaining thereto.

3. Each and every claim and cause of action of the Borrower under any license, license agreement, contract, or similar instrument, including, without limitation, any claim against Gene and Cheryl Rutter doing business as Rattler's Brand.

4. All of the Borrower's tangible assets relating to any of the foregoing.

734142.5

SCHEDULE 1

To Secured Party's Bill of Sale dated October 15, 2002 From Back Bay Capital Funding, LLC  
to  
Bug-out Outdoorwear, Inc.

May 7, 2002

Back Bay Capital Funding LLC  
440 South LaSalle Street  
Suite 3950  
Chicago, Illinois 60605  
Attention: Mr. Colin Cross

Thomaston Mills, Inc.  
115 East Main Street  
Thomaston, Georgia 30286  
Attention: Mr. William Ott

Re: Resignation as Agent and Co-Agent and  
Appointment of Successor Agent and Successor Co-Agent

Gentlemen:

Reference is made to that certain Loan and Security Agreement dated as of July 27, 1999 among Thomaston Mills, Inc., as Borrower ("Borrower"), the Lenders party thereto ("Lenders"), Foothill Capital Corporation and General Electric Capital Corporation, as Co-Agents ("Co-Agents"), and Foothill Capital Corporation, as Agent ("Agent"), as modified and amended by that certain Waiver and Consent dated as of September 16, 1999, as further modified and amended by that certain Second Waiver and Amendment dated as of December 31, 1999, as further modified and amended by that certain Third Waiver and Amendment dated as of February 9, 2000, as further modified and amended by that certain Fourth Waiver and Amendment dated as of May 31, 2000, as further modified and amended by that certain Fifth Waiver and Amendment dated as of September 12, 2000, as further modified and amended by that certain Sixth Waiver and Amendment dated as of September 12, 2000, as further modified and amended by that certain Seventh Waiver and Amendment dated as of September 29, 2000, as further modified and amended by that certain Eighth Waiver and Amendment dated as of February 13, 2001 (it being understood that the conditions to effectiveness of the Eighth Waiver and Amendment were not satisfied), as further modified and amended by that certain Ninth Waiver and Amendment dated as of February 22, 2001, as further modified and amended by that certain Tenth Waiver and Amendment dated as of March 29, 2001, as further modified and amended by that certain Eleventh Waiver and Amendment dated as of April 20, 2001, as further modified and amended by that certain Twelfth Waiver and Amendment dated as of April 30, 2001, as further modified and amended by that

^TL/852100.6



certain Thirteenth Waiver and Amendment dated as of June 5, 2001, as further modified and amended by that certain Fourteenth Waiver and Amendment dated as of June 15, 2001 (as amended, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement).

On March 21, 2002, Foothill Capital Corporation and General Electric Capital Corporation received a payment from Borrower in the amount of \$145,649.50, which amount represented payment of all Obligations due and owing as of such date by Borrower to Foothill Capital Corporation and General Electric Capital Corporation, as Lenders, under the Loan Agreement. In accordance with Section 17.9 of the Loan Agreement, Foothill Capital Corporation hereby gives notice of its resignation as Agent and Foothill Capital Corporation and General Electric Capital Corporation each hereby give notice of their respective resignations as Co-Agents, each such resignation noticed herein to be effective no later than May 8, 2002. In connection with such resignation and pursuant to Section 17.9 of the Loan Agreement, Back Bay Capital Funding LLC ("Back Bay"), constituting the Required Lenders, hereby appoints itself as successor Agent and successor Co-Agent, to the extent necessary, and hereby accepts the appointment as Agent and Co-Agent as of May 8, 2002 (the "Effective Date").

On the Effective Date, Back Bay shall succeed to and become vested with all rights, powers, privileges and duties of Agent and Co-Agents under the Loan Agreement and the other Loan Documents, and Agent and Co-Agents shall be discharged of their respective duties under the Loan Agreement and the other Loan Documents. Notwithstanding the foregoing, the undertakings in favor of Foothill Capital Corporation and General Electric Capital Corporation in Section 11.3 and Section 17.7 of the Loan Agreement shall survive the resignation of Agent and Co-Agents and the appointment of Back Bay as Agent. The parties hereto acknowledge and agree Agent shall remit to Back Bay weekly all Collections received by Agent on account of the Loans after the Effective Date. Furthermore, the parties hereto acknowledge and agree that Back Bay, as Agent, shall be permitted to retain the law firm of Paul, Hastings, Janofsky & Walker LLP to pursue any claims in Borrower's bankruptcy case.

This resignation and appointment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon all parties, their successors and assigns. Delivery of a counterpart hereof via facsimile shall be as effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGE TO FOLLOW]

By execution of this resignation in the space provided below, Agent, Co-Agents and Back Bay agree to the terms hereof.

Very truly yours,

FOOTHILL CAPITAL CORPORATION, a California corporation with an office in Atlanta, Georgia, as Agent, a Co-Agent and a Lender

By: Robert Serwin  
Title: VICE PRESIDENT

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation with an office in Atlanta, Georgia, as a Lender and a Co-Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
this \_\_\_ day of May, 2002

BACK BAY CAPITAL FUNDING LLC, a Delaware limited liability company, as a Lender

By: \_\_\_\_\_  
Title: \_\_\_\_\_

- cc: Jesse H. Austin, III, Esq.
- Donald Rothman, Esq.
- Michael S. Haber, Esq.
- Brad A. Baldwin, Esq.

RESIGNATION LETTER  
ATL/052160.6

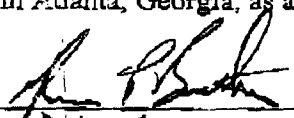
By execution of this resignation in the space provided below, Agent, Co-Agents and Back Bay agree to the terms hereof.

Very truly yours,

FOOTHILL CAPITAL CORPORATION, a California corporation with an office in Atlanta, Georgia, as Agent, a Co-Agent and a Lender

By: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation with an office in Atlanta, Georgia, as a Lender and a Co-Agent

By:   
Title: District Attorney General

ACKNOWLEDGED AND AGREED  
this \_\_\_ day of May, 2002

BACK BAY CAPITAL FUNDING LLC, a Delaware limited liability company, as a Lender

By: \_\_\_\_\_  
Title: \_\_\_\_\_

- cc: Jesse H. Austin, III, Esq.
- Donald Rothman, Esq.
- Michael S. Haber, Esq.
- Brad A. Baldwin, Esq.

RESIGNATION LETTER  
ATL852160 6

By execution of this resignation in the space provided below, Agent, Co-Agents and Back Bay agree to the terms hereof.

Very truly yours,

FOOTHILL CAPITAL CORPORATION, a  
California corporation with an office in Atlanta,  
Georgia, as Agent, a Co-Agent and a Lender

By: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, a New York corporation with an  
office in Atlanta, Georgia, as a Lender and a Co-  
Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
this 8<sup>th</sup> day of May, 2002

BACK BAY CAPITAL FUNDING LLC, a  
Delaware limited liability company, as a Lender

By: [Signature]  
Title: Director

- cc: Jesse H. Austin, III, Esq.
- Donald Rothman, Esq.
- Michael S. Haber, Esq.
- Brad A. Baldwin, Esq.

RESIGNATION LETTER  
ATL/052100.6

**Exhibit "A"**

**To a Certain Secured Party's Bill of Sale Dated October 15, 2002  
By and Between Back Bay Capital Funding, LLC and  
Bug-Out Outdoorwear, Inc.**

1. All of the Borrower's intangible assets and intellectual property relating to the "Rattler's" trademarks, tradenames, and patents, including without limitation, each of the following:

Trademark	Serial No.	Date Filed	Registration No.	Registration Date	Class
Rattlers and Design	73-496,408	08/24/84	1,333,163	04/30/85	Gun Cases and Ammunition Pouches
Rattlers	73-496,409	08/24/84	1,333,164	04/30/85	Gun Cases and Ammunition Pouches
Rattlers	73-462,957	01/27/84	1,344,418	06/25/85	Fabric Bags (Luggage, Backpacks, Duffel Bags, Fanny Packs, and All-purpose Sports Bags)
Rattlers and Design	73-462,958	01/27/84	1,344,419	06/25/85	Fabric Bags (Luggage, Backpacks, Duffel Bags, Fanny Packs, and All-purpose Sports Bags)
Rattlers	315,321	06/18/81	1,231,176	03/15/83	Fabric chaps
Rattlers	424,303	05/03/83	1,297,702	09/25/84	Fabric Clothing (Pants, shirts, vests, caps, mesh suits, and tee shirts)
Rattlers and Design	426,042	05/16/83	1,297,708	09/25/84	Fabric Clothing (Pants, shirts, vests, caps, mesh suits, and tee shirts)