

07-08-2003

FORM PTO-1594
(Rev. 03/01)
(exp. 5/31/2002)

7-7-03

RECORD
TR/



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

102491268

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies):

Bear Archery, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Other: _____

Citizenship/State of Incorporation/Organization: Delaware

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

2. Name and address of receiving party(ies):

Name: **Tell Acquisition Co.**

Street Address: **817 Maxwell Avenue
Evansville, Indiana 47706**

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other: _____

Citizenship/State of Incorporation/Organization: Florida

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

OFFICE OF PUBLIC RECORDS
2003 JUL - 7 11 11 08
FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 License Nunc Pro Tunc Assignment
 Other: _____

Effective Date: _____

Execution date: June 17, 2003

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

A. Trademark Application No.(s)

B. Trademark Registrations No.(s)
(see attached schedule)

Additional numbers attached Yes No

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

Judith L. Grubner
MICHAEL BEST & FRIEDRICH LLC
 ATTORNEYS AT LAW
 401 NORTH MICHIGAN AVENUE, SUITE 1900
 CHICAGO, ILLINOIS 60611-4212

Direct telephone calls to the above at telephone no. (312) 222-0800 or fax no. (312) 222-0818.

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$365.00

Enclosed
 Authorized to be charged to deposit account
 Authorization to charge additional fees

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to Mail Stop ASSIGNMENT, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on July 2 2003.

Date: 7/2/03
 Typed name: Robert Holland

8. Deposit account number: 50-1965

(Attach duplicate copy of this page if paying by deposit account)

ATTORNEY DOCKET NO.: 140751-0008

DO NOT USE THIS SPACE

8. 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. Charges to deposit account are authorized.

Judith L. Grubner Judith L. Grubner 7/2/03
 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:
Mail Stop ASSIGNMENT, Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002772 FRAME: 0768

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40.00 JP
325.00 JP
01 FC-6521
02 FC-6522

**ASSIGNMENT OF
TRADEMARKS AND TRADEMARK APPLICATIONS**

THIS ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS (the "Agreement") is entered into as of June 17, 2003, by and among Tell Acquisition Co., a Florida corporation (the "Buyer"), and Bear Archery, LLC, a Delaware corporation (the "Selling Party").

R E C I T A L S

WHEREAS the Selling Party and the Buyer are parties to a certain Asset Purchase Agreement dated as May 12, 2003, as amended (the "Asset Purchase Agreement"), under the terms of which the Selling Party agrees to sell and transfer, and the Buyer agrees to purchase, the Acquired Assets (as such term is defined in the Asset Purchase Agreement);

WHEREAS the Selling Party owns the United States and foreign trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks constitute part of the Acquired Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer desires to obtain all of the Selling Party's right, title and interest in, to and under said Trademarks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Selling Party, the Selling Party hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of the Selling Party's right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements of the Trademarks and to fully and entirely stand in the place of the Selling Party in all matters related thereto.

The Selling Party hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Agreement to Buyer. The Selling Party hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest.

The Selling Party hereby covenants that it has full right to convey the entire interest herein assigned, and that the Selling Party has not executed, and will not execute, any agreement inconsistent herewith.

The Selling Party, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Selling Party will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Patents, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

The Selling Party hereby constitutes and appoints the Buyer and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of the Selling Party but on behalf of and for the benefit of the Buyer and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Selling Party or otherwise, for the benefit of the Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which the Buyer or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Patents, and to do all acts and things in relation to such assets which the Buyer or its successors or assigns reasonably deem desirable.

In the event that any provision of this Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

In the event that any provision of this Agreement is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Selling Party and the Buyer. This


Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law.


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

BEAR ARCHERY, LLC

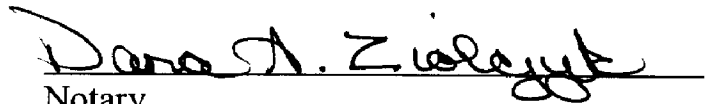
By: 
Name: Charles Palmer
Title: One of Its Managers

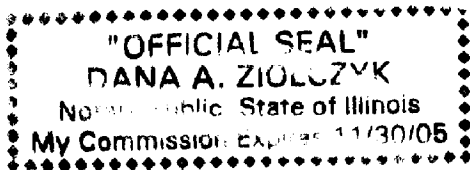
TELL ACQUISITION CO.

By: 
Name: Daniel Messmer
Title: President

STATE OF ILLINOIS
COUNTY OF COOK

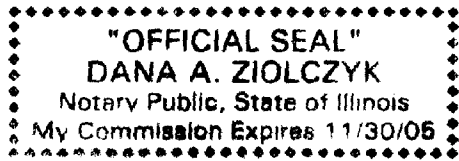
On this, the 17th day of June 2003, before me appeared Charles Palmer, the person who signed this instrument, who acknowledged that he is one of the Managers of Bear Archery, LLC, and that he signed such instrument as a free act and deed.


Notary
My Commission Expires: 11/30/05



STATE OF ILLINOIS
COUNTY OF COOK

On this, the 17th day of June, 2003, before me appeared Daniel Messmer, the person who signed this instrument, who acknowledged that he is the President of Tell Acquisition Co., and that he signed such instrument as a free act and deed.



Dana A. Zioldczyk
Notary
My Commission Expires: 11/30/05

SCHEDULE I

| <i>1. U.S. Trademark Registrations</i> | | |
|--|---------------------|------------------|
| <i>Tm. Reg. No.</i> | <i>Mark</i> | <i>Reg. Date</i> |
| 691,222 | BEAR | 1/12/60 |
| 691,225 | ALASKAN | 1/12/60 |
| 695,598 | RAZORHEADS | 4/5/60 |
| 808,824 | LITTLE BEAR | 11/18/86 |
| 973,886 | JENNINGS | 11/27/73 |
| 1,177,438 | BEAR-HUG BOW QUIVER | 11/10/81 |
| 1,226,367 | BEAR-TITE | 2/8/83 |
| 1,301,884 | PANDA | 10/23/84 |
| 1,306,227 | SHUR-HIT | 11/20/84 |
| 1,409,627 | UNISTAR | 9/16/86 |
| 1,409,629 | DEVASTATOR | 9/16/86 |
| 1,499,756 | SUN BEAR | 8/9/88 |
| 1,813,037 | UNIFORCE | 12/21/93 |
| 2,501,359 | FRED BEAR | 10/30/01 |

2. Foreign Trademark Registrations

| <i>Country</i> | <i>Reg. No.</i> | <i>Mark</i> | <i>Reg. Date</i> |
|----------------|-----------------|------------------|------------------|
| Austria | 104,746 | BEAR | 1/26/84 |
| Benelux | 394,564 | BEAR | 9/22/83 |
| Benelux | 600,921 | JENNINGS | 10/16/96 |
| Canada | 408,098 | FIRST STRIKE | 2/12/93 |
| Canada | 408,099 | WHITETAIL LEGEND | 2/12/93 |
| Canada | 408,100 | GALE FORCE | 2/12/93 |
| Canada | 473,600 | BEAR | 3/25/97 |
| Canada | 540,905 | JENNINGS | 2/7/01 |
| Canada | 426,228 | CARBON EXTREME | 4/15/94 |
| Canada | 432,849 | UNI FORCE | 9/2/94 |
| France | 96/646,692 | BEAR | 10/18/96 |
| France | 96/646,693 | JENNINGS | 10/18/96 |
| Germany | 1,114,766 | JENNINGS | 11/25/87 |
| Germany | 1,114,767 | BEAR | 11/25/87 |
| Italy | 679,206 | BEAR | 5/17/96 |
| Italy | 679,207 | BEAR | 5/17/96 |
| Italy | 765,371 | JENNINGS | 12/29/98 |
| Switzerland | 432.399 | BEAR | 9/22/95 |
| United Kingdom | 1011801 | BEAR | 5/25/73 |

3. Foreign Trademark Applications

| <i>Country</i> | <i>App. No.</i> | <i>Mark</i> | <i>App. Date</i> |
|----------------|---------------------|-------------|------------------|
| Canada | Ser. No. 1162050 | FRED BEAR | 12/12/02 |

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