

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outland Sports, Inc.		06/17/2003	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	Out O' Site, LLC
Street Address:	2500 East Kearney
City:	Springfield
State/Country:	MISSOURI
Postal Code:	65898
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	2134176	API OUTDOORS INC.
Registration Number:	1966396	BABY GRAND
Registration Number:	1982026	GOLDEN BUCK
Registration Number:	2614511	GRAND SLAM
Registration Number:	2010948	GRANDSTAND
Registration Number:	2560257	HI POINT
Registration Number:	2188626	LOCATOR LIGHT
Registration Number:	1931604	RAZORHOOK
Registration Number:	2012614	STACKIN' STIK
Registration Number:	2030839	STRAD-A-POD

CORRESPONDENCE DATA	
Fax Number:	(314)480-1505
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314.480.1500
Email:	trademark@husch.com

OP \$265.00 2134176

Correspondent Name: Dennis J.M. Donahue III
Address Line 1: 190 Carondelet Plaza
Address Line 2: Suite 600
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER: 74636-001

NAME OF SUBMITTER: Mitzi Cherry

Total Attachments: 6
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DUPLICATE-ORIGINAL

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of June 10, 2003 (the "Effective Date"), by and between OUTLAND SPORTS, INC., a Missouri corporation ("Outland") and OUT O' SITE, LLC, a Missouri limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Buyer is in the business of designing, developing, manufacturing, marketing, selling and distributing sporting goods equipment, including hunting gear;

WHEREAS, Buyer has agreed to purchase from Outland and Outland has agreed to sell, assign and convey to Buyer certain specific assets and assume certain specific liabilities in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, Outland and Buyer agree as follows:

1. Definitions.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Trademarks" shall mean the trademarks, service marks, trademark registrations, and applications for registration identified on Schedule 2 attached hereto, including any and all goodwill associated therewith, and any and all renewals and extensions thereof (the "Registered Trademarks"), and all other common law trademarks and service marks identified on Schedule 2, as well as all trade dress and business names used in connection with the "Products" (as herein defined).

[REDACTED]

[REDACTED]

:::ODMA\PCDOCS\SPRINGFIELD\151940\8

[REDACTED]

[REDACTED]

[REDACTED]


2. Assignment and Ownership of Technology, Patents, Marks and Copyrights.

At the closing of the transactions contemplated in this Agreement (the "Closing"), Outland shall sell, assign, transfer, grant and set over to Buyer all of Outland's right, title and interest in and to the Technology and all goodwill associated therewith, together with Outland's rights in the licenses and agreements identified on Schedule 3 attached hereto (the "IP Licenses and Agreements"). In addition, at the Closing, Outland shall execute and deliver to Buyer each of the Assignments attached hereto as Exhibit A, Exhibit B and Exhibit C (the "Assignments"). In addition, without any further or additional consideration, Outland agrees that it will execute and deliver to Buyer all further or additional assignments or other documents as may be reasonably requested by Buyer in the future to perfect, preserve, vest and protect all right, title and interest in and to the "Domain Name" (as herein defined) and the Technology in Buyer. In addition, from and after the Closing, Outland covenants to and agrees with Buyer that Outland shall not sell, assign, license or otherwise transfer to any third party all or any part of Outland's right, title and interest in and to (a) U.S. Patent Application No. 10/062,240, (b) Development and License Agreement with R. Betsworth dated February 9, 2000 (360/180 Treestand), (c) Royalty Agreement with S. Carriere (Cable Ramp 855 and 856) dated May 29, 1996, (d) Invention Assignment Agreement with M. Garbs (Telescoping Treestand) dated December 13, 2001 (except for any reassignment of the subject matter thereof to Garbs in accordance with the terms of such agreement), or (e) License and Royalty Agreement with B. Jenkins (Predator Treestand) dated August 30, 1996.

[REDACTED]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the day and date first above written.

OUTLAND SPORTS, INC.

By: 
Its: CEO

OUT O' SITE, LLC


By: 
Its: PRESIDENT

EXHIBIT B

ASSIGNMENT

WHEREAS, OUTLAND SPORTS, INC., a Missouri corporation, having a principal place of business at 8575 West 110th Street, Suite 205 Overland Park, Kansas 66210 is the owner of all right, title and interest in and to the U.S. Trademark Registrations identified on Exhibit A attached hereto (the "Registrations"); and

WHEREAS, Out O' Site, LLC, a Missouri limited liability company, having a principal place of business at 2500 East Kearney, Springfield, Greene County, Missouri, is desirous of acquiring the entire right, title and interest in and to the Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Outland Sports, Inc. does hereby sell, assign, transfer and convey unto the said Out O' Site, LLC, its successors and assigns, the entire right, title and interest in and to the Registrations, and the right to sue and recover damages for past infringement, and including any and all rights thereto throughout the world, the same to be held and enjoyed by said Out O' Site, LLC for its own use and the use of its successors and assigns, to the full end of the term of which said Registrations may be granted, as fully and entirely as the same would have been held and enjoyed by said Outland Sports, Inc. had this assignment and sale not been made.

OUTLAND SPORTS, INC.

6/17/03
Date

By 
Its CRO

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this 17 day of June, 2003, before me appeared Robert Duggan, to me personally known to be the person who executed the foregoing assignment instrument, and he duly acknowledged that he executed the same as his free act and deed for the purposes therein set forth.

Christine L. Conrad
Notary Public

My commission expires:

May 24, 2007

CHRISTINE L. CONRAD
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires May 24, 2007

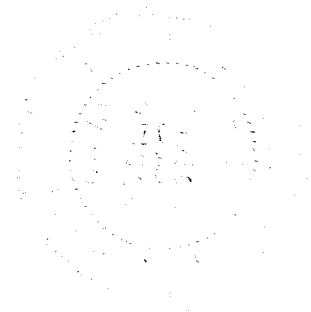


Exhibit A

<u>Mark</u>	<u>Registration Number</u>	<u>Reg. Date</u>
API Outdoors & Design (logo)	2,134,176	2/3/98
Baby Grand	1,966,396	4/9/96
Golden Buck	1,982,026	6/25/96
Grand Slam	2,614,511	9/3/02
Grandstand	2,010,948	10/22/96
Hi Point	2,560,257	4/9/02
Locator Light	2,188,626	9/8/98
Razorhook	1,931,604	10/31/95
Stackin' Stik	2,012,614	10/29/96
Strad-a-Pod	2,030,839	1/14/97