

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Re-record to correct error in Assignor entity type for Reel/Frame: 1568/0294
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ehlert Publishing Group, Inc.		03/06/1997	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	First Bank National Association, as agent
Street Address:	First Bank Place
Internal Address:	601 Second Avenue
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1812086	ARCHERY BUSINESS
Registration Number:	1454180	ARCHERY WORLD
Registration Number:	1441631	ARCHERY BUSINESS
Registration Number:	1482063	BOWHUNTING GUIDE
Registration Number:	1454179	ARCHERY WORLD BOWHUNTING EQUIPMENT GUIDE

CORRESPONDENCE DATA	
Fax Number:	(310)203-0567
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310-203-8080
Email:	clofgren@jmbm.com
Correspondent Name:	Christine L. Lofgren
Address Line 1:	Jeffer, Mangels, Butler & Marmaro LLP
Address Line 2:	1900 Ave. of the Stars, 7th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	60982-0004
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CH \$140.00 1812086

NAME OF SUBMITTER:

Christine L. Lofgren

Total Attachments: 9

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04-08-1997

FORM PTO-1594
1-31-97

100384156

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

3-10-97

1. Name of conveying party(ies):
EHLERT PUBLISHING GROUP, INC.
 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: FIRST BANK NATIONAL ASSOCIATION, as
Internal Address: _____
Street Address: First Bank Place, 601 Second Avenue So
City: Minneapolis State: MN ZIP: 55402
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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 Collateral Assignment
Execution Date: March 6, 1997

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Attached Exhibit A
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: DORSEY & WHITNEY LLP
Internal Address: Attn: Mary George
Street Address: Pillsbury Center South
220 South Sixth Street
City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$590.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Mary M. George Mary M. George 3/14/96
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REF: 1568 FRAME: 0294

ASSIGNED
57 MAR 19 1997
RECORDED

EXHIBIT A
to
COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DREAM DEMO	75-059,978	02/20/96
RODE REPORTS	75-059,493	02/20/96
PWC	1,987,752	07/16/96
ATV MAGAZINE	74-619,253	01/09/95
BIG EAST	74-487,257	02/07/94
WATERCRAFT WORLD	1,988,841	09/30/93
WATERCRAFT BUSINESS	1,921,262	09/19/95
SNOWMOBILE VACATION GUIDE	1,797,772	10/12/93
ARCHERY BUSINESS	1,812,086	12/21/93
SNOWMOBILE BUSINESS	1,818,902	02/01/94
WATERCRAFT DEALER	1,690,977	06/02/92
WATERCRAFT WORLD	1,728,041	10/27/92
SNOW GOER	1,656,774	09/10/91
ARCHERY WORLD	1,454,180	08/25/87
SNOWMOBILE BUSINESS	1,442,574	06/09/87
SNOWMOBILE	1,489,265	05/24/88
SNOW WEEK	1,455,232	09/01/87
ARCHERY BUSINESS	1,441,631	06/02/87
BOWHUNTING GUIDE	1,482,063	03/22/88
SNOWMOBILE VACATION GUIDE	1,441,630	06/02/87
ARCHERY WORLD BOWHUNTING EQUIPMENT GUIDE	1,454,179	08/25/87

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COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks (the "Assignment"), dated as of March 6, 1997, is made and given by EHLERT PUBLISHING GROUP, INC., a Minnesota corporation (the "Assignor") to FIRST BANK NATIONAL ASSOCIATION, a national banking association, as "Agent" under, and for the benefit of the "Banks" as defined in, the "Credit Agreement," as that term is defined below (the "Assignee").

RECITALS

A. The Grantor has executed, or will substantially contemporaneously herewith execute a guaranty dated as of March 6, 1997, guaranteeing indebtedness of AFFINITY GROUP, INC., a Delaware corporation (the "Debtor"), to the Secured Party. Such guaranty, as the same may hereafter be amended, modified or supplemented, and any guaranty given in replacement or substitution therefor, is herein called the "Guaranty". The Debtor, certain financial institutions and First Bank National Association, as agent, have entered into a Credit Agreement dated as of October 11, 1994, as amended by First Amendment to Credit Agreement dated as of November 10, 1994 and by Second Amendment to Credit Agreement and First Amendment to Pledge Agreement and Security Agreement dated as of June 28, 1996 (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), and the Debtor's obligations under the Credit Agreement are among the obligations guaranteed by the Guaranty. All terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement.

B. The Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement of even date herewith (the "Security Agreement") by and between Assignor and Assignee, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets; and

C. The Assignor owns and has adopted and used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are *registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office.*

D. In order to induce the Assignee to enter into the Credit Agreement and extend the credit accommodations to the Debtor thereunder, and in order to secure the payment and performance of (i) all liabilities and obligations of the Assignor to Assignee arising under the Guaranty, whether now existing or hereafter arising; (ii) all liabilities and obligations of the Assignor to the Assignee under the Security Agreement, whether now existing or hereafter at any time arising; and (iii) any and all liabilities and obligations of the Assignor to the Assignee of every kind, nature

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and description, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter at any time arising, regardless of how such obligations arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, and including obligations to perform acts and refrain from taking action as well as obligations to pay money (the "Liabilities"), the Assignor is willing to enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuation of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence of such an Event of Default, such assignment shall have no effect.

2. The Assignor hereby covenants and warrants that:

(a) to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

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(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Borrower Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(f) to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, other than the interest granted hereby, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any material facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any material infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except the granting of limited licenses in the ordinary course of the Assignor's business and consistent with the Assignor's past practice.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction (which the

Assignor agrees the Assignee may do at any time, in the Assignee's sole and unlimited discretion but at the Assignor's expense) or to perfect Assignee's interest in any Trademarks acquired by the Assignor after the date of this Agreement. At such time as the Credit Agreement shall have been terminated in accordance with its terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Document, as defined therein.

7. Until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, the Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any Trademark application pending as of the date of this Assignment or thereafter which a prudent person would prosecute; (ii) to make application on those trademarks and tradenames which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor, following reasonable demand by Assignee, has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial

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exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.


15. Any notice or other communication to any party in connection with this Assignment shall be in writing and shall be sent by manual delivery, telegram, telex, facsimile transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by telegram, telex or facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

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IN WITNESS WHEREOF, the Assignor has executed this instrument.

EHLERT PUBLISHING GROUP, INC.

By: 
Name: STEPHEN ADAMS
Title: CHAIRMAN

Address for Assignor:
64 Inverness Drive East
Englewood, Colorado 80112

Address for the Assignee:

First Bank National Association
First Bank Place - MPFP0602
601 Second Avenue South
Minneapolis, MN 55402-4302
Attention: Kathleen A. Skow
Fax (612) 973-0823

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS

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TRADEMARK
REEL: 1568 FRAME: 0301

EXHIBIT A
to
COLLATERAL ASSIGNMENT OF TRADEMARKS

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ARCHERY WORLD BOWHUNTING EQUIPMENT GUIDE	1,454,179	08/25/87

RECORDED: 05/19/1997

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08/25/2004 09:21PM P9

FAX NO. :

FROM :

RECORDED: 08/25/2004

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REEL: 002923 FRAME: 0319