

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stoney Point Products Inc.		08/27/2004	CORPORATION: MINNESOTA
Stoney Point Products, Inc.		08/27/2004	CORPORATION: MINNESOTA

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	6130 Stoneridge Mall Road
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1772320	STEADY-STIX
Registration Number:	2691585	POLECAT
Registration Number:	2350215	STONE POINT
Registration Number:	2644942	STONE POINT
Registration Number:	2350214	STONE POINT
Registration Number:	2637925	STONE POINT
Serial Number:	76574933	CONVERTAPOD

## CORRESPONDENCE DATA

Fax Number: (415)591-1400

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ggillen@winston.com

Correspondent Name: Grace Gillen

Address Line 1: 101 California Street

Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

CH \$190.00 1772320

900012800

TRADEMARK  
REEL: 002935 FRAME: 0006

ATTORNEY DOCKET NUMBER:

250022.00071

NAME OF SUBMITTER:

Eva Franko

**Total Attachments: 7**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of August 27, 2004, is made by **STONEY POINT PRODUCTS INC.**, a Minnesota corporation also known as Stoney Point Products, Inc. ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("GE Capital"), as collateral agent (in such capacity, "Collateral Agent" or "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

### RECITALS

A. Grantor, the other Credit Parties, and GE Capital as a Lender, Documentation Agent, and Collateral Agent, are parties to that certain Credit Agreement dated as of February 22, 2001, as amended from time to time including by that certain Sixth Amendment to Security Agreement of even date herewith (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the transactions contemplated by the Credit Agreement, Grantor and Collateral Agent are parties to that certain Security Agreement dated as of February 22, 2001, as amended from time to time including by that certain Fourth Amendment to Security Agreement of even date herewith (as may be from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement").

C. Pursuant to the Security Agreement and the Sixth Amendment to Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Co-Agents and Lenders, this Patent, Trademark and Copyright Security Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.
2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Co-Agents and Lenders, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in

favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

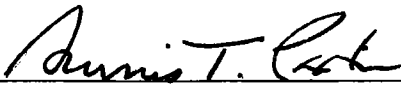
(e) all Proceeds of the foregoing, including (i) any and all reissues, continuations or extensions of any of the foregoing, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (iii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iv) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (v) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (vi) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Co-Agents and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**"Grantor"**

STONEY POINT PRODUCTS INC.

By:   
Name: Dennis T. Pixton  
Title: President

Agreed to and Acknowledged by:

**"Agent"**

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Kristen Andersen  
Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**"Grantor"**

STONEY POINT PRODUCTS INC.

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

Name: Dennis T. Pixton

Title: President

Agreed to and Acknowledged by:

**"Agent"**

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Collateral Agent

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

Name: Kristen Andersen

Duly Authorized Signatory

**SCHEDULE I**  
**to**  
**PATENT, TRADEMARK AND**  
**COPYRIGHT SECURITY AGREEMENT**

**(PART A)**

**PATENTS**

**I. PATENT REGISTRATIONS – United States**

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Releasably retaining telescoping tubing segments	6,027,087 ✓	02/22/00
Firearm Tool	5,233,124	08/03/93
Laser Beam Apparatus for Adjusting Telescopic Gun Sights	6,371,004 ✓	04/16/02
Rifle Scope Screw (DESIGN)	D456,479 ✓	04/30/02
Laser Bore-Sight Scope and Mount for Rifles	6,499,247 ✓	12/31/02
Articulated Aiming Support	6,637,708	10/28/03
Headspace Gauge	5,570,513	11/05/96
Telescoping Monopod Gun and Support	Des. 386,510	11/18/97
Telescoping Bipod Gun Support	Des. 390,301	02/03/98
Shooting Rest	5,930,932	08/03/99
Portable Shooter's Rest	6,253,482	07/03/01
Telescoping Multipod Support Apparatus	D470,165	02/11/03
Telescoping Multipod Support Apparatus	6,663,071 x	12/16/03

**II. PATENT REGISTRATIONS – Foreign**

<u>Patent</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

**III. PATENT APPLICATIONS – United States**

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
Antler Grip (DESIGN)	29/188,848	08/25/03
Collapsible Multiple Element Support Device (Nonprovisional)	10/821,322	04/09/04

**IV. PATENT APPLICATIONS – Foreign**

<u>Patent</u>	<u>Country</u>	<u>Application No.</u>	<u>Date</u>
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NONE

**V. PATENT LICENSES – United States**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

(PART B)

TRADEMARKS

I. TRADEMARK REGISTRATIONS – United States

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
Steady-Stix	1,772,320	05/18/93
POLECAT	2,691,585	02/25/03
STONE POINT	2,350,215	05/16/00
STONE POINT	2,644,942	11/05/02
STONE POINT & DESIGN	2,350,214	05/16/00
STONE POINT & DESIGN	2,637,925	10/22/02

II. TRADEMARK REGISTRATIONS – Foreign

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>
NONE			

III. TRADEMARK APPLICATIONS – United States

<u>Trademark</u>	<u>Application No.</u>	<u>Date</u>
CONVERTAPOD	76/574,933	02/09/04

IV. TRADEMARK APPLICATIONS – Foreign

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Date</u>
NONE			

V. TRADEMARK LICENSES – United States

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

**(PART C)**

**COPYRIGHTS**

NONE