

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/20/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innotek, Inc.		12/20/2004	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Cabela's Inc.
Street Address:	1 Cabela Drive
City:	Sidney
State/Country:	NEBRASKA
Postal Code:	69160
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2729551	GUN DOG

CORRESPONDENCE DATA

Fax Number: (303)223-0978
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-223-1178
 Email: ltaylor@bhf-law.com
 Correspondent Name: Elizabeth Hastings Taylor
 Address Line 1: 410 Seventeenth St.
 Address Line 2: Suite 2200
 Address Line 4: Denver, COLORADO 80202-4437

NAME OF SUBMITTER:	Elizabeth Hastings Taylor
Signature:	/eht/
Date:	02/09/2005

OP \$40.00 2729551

Total Attachments: 4

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GUN DOG® SALE AND INNOTEK® LICENSE AGREEMENT

Gun Dog Sale and Innotek License Agreement (this "Agreement") dated December 20, 2004 between Innotek, Inc., an Indiana corporation (d/b/a Invisible Technologies, Inc.) ("ITI") and Cabela's Inc., a Delaware corporation ("Cabela's")

WHEREAS, ITI is the owner of the trademarks "Gun Dog®" and "Innotek®", and Cabela's desires to purchase the trademark "Gun Dog®" and obtain a license to use "Innotek®" in the name "Gun Dog®" by "Innotek®" to be used solely in connection with certain products Cabela's purchases from ITI.

NOW, THEREFORE, the parties agree as follows:

1. Sale of "Gun Dog®" Mark On the date hereof and subject to the terms hereof, ITI hereby sells, transfers and conveys all of its right, title and interest in and to the trademark "Gun Dog®" (Registration No. 2729551) and all of the goodwill associated therewith (the "Gun Dog®" Mark). ITI also agrees to sell Cabela's the artwork for "Gun Dog®" by "Innotek®" packaging. In consideration thereof, Cabela's shall pay to ITI the sum of \$1,000 by check. Notwithstanding the foregoing, Cabela's agrees only to use the "Gun Dog®" Mark together with the "Innotek®" Mark under Section 2. Such use shall be limited to marketing, advertising and selling electronic pet training products under the name "Gun Dog®" by "Innotek®". *received*

2. License of "Innotek®" Mark.

2.1 License Grant. ITI hereby grants to Cabela's a non-exclusive, limited license to use the trademark "Innotek®" (the "Innotek®" Mark) only as is necessary for Cabela's to market, advertise and sell electronic pet training products under the brand name "Gun Dog by Innotek®" and to carry out its obligations under this Agreement. Only products purchased from ITI may use the "Gun Dog®" Mark and "Innotek®" Mark. The use of the "Gun Dog®" Mark and "Innotek®" Mark shall be limited to "Gun Dog®" by "Innotek®". Any such use of the "Innotek®" Mark shall be in accordance with ITI's reasonable policies regarding advertising and trademark usage as established from time to time. Any and all uses or other displays of the "Innotek®" Mark shall use the "®" symbol, and indicate that "Innotek®" is a federally registered trademark of Invisible Technologies, Inc. Cabela's agrees that it shall use "Gun Dog®" by "Innotek®" only with ITI products and shall not put other companies products under the "Gun Dog®" by "Innotek®" name.

2.2 Non-Assignment of the License. Cabela's shall not assign, pledge or otherwise transfer any rights to this Agreement, the "Gun Dog®" Mark or the "Innotek®" Mark, directly or indirectly, by operation of law or otherwise.

3. Covenants

3.1 ITI Covenants. ITI agrees to use reasonable efforts to insure a sufficient supply of competitive products on competitive terms to Cabela's. ITI agrees to use reasonable efforts to update its product offerings with technological advances, and to deliver its products to Cabela's on time in accordance with Cabela's purchase orders.

3.2 Cabela's Covenants. Cabela's as the retailer of "Gun Dog®" by "Innotek®" agrees to aggressively advertise and merchandise a full-line of "Gun Dog®" by "Innotek®" products in its catalogues, web sites, and retail stores.

4. Term and Termination. This Agreement shall terminate on the second anniversary of the date hereof; provided, however, this Agreement shall automatically renew for successive one year periods unless this Agreement is terminated on not less than 60 days prior written notice of a breach of this Agreement by either party, which breach is not cured prior to the end of such 60 day period. In the event that this Agreement shall terminate, Cabela's right to use the "Innotek®" Mark shall automatically terminate and Cabela's shall immediately cease to use such "Innotek®" Mark; however, Cabela's shall continue to have the right to utilize the "Gun Dog®" mark.

5. Intellectual Property Rights.

5.1 Ownership of Innotek Mark. Cabela's acknowledges and agrees that ITI is the owner of the "Innotek®" Mark, that all use of the "Innotek®" Mark inures to the benefit of ITI, that it will not take any action which is inconsistent with ITI's ownership of the "Innotek®" Mark and that upon the termination of this Agreement, all rights in the "Innotek®" Mark, including the goodwill connected therewith, shall remain the property of ITI

5.2 Goodwill. Cabela's recognizes the value of the goodwill associated with the "Innotek®" Mark and, in such connection, acknowledges that such goodwill exclusively belong to ITI

5.3 Registration of Mark. ITI shall be solely responsible and may exercise its sole discretion in deciding whether to apply for and prosecute trademark applications for the "Innotek®" Mark, and whether to maintain any registrations that may have issued therefor.

5.4 Infringement. In the case of any infringement of the "Innotek®" Mark, ITI shall have complete discretion whether to institute proceedings against such third party for infringement of such trademarks, and such other related counts as are available and reasonable, such proceedings to be controlled by ITI. Any recovery from such proceeding attributable to infringement by a third party using a mark confusingly similar to the "Innotek®" Mark, whether by judgment or settlement, shall be the property of ITI. Cabela's shall join in such proceedings only if required by law. At the request of ITI, Cabela's agrees to be represented in such proceedings by the attorney representing ITI.

6. Warranties. The products purchased from Innotek and utilizing "Gun Dog®" by "Innotek®" shall have the benefit of ITI's warranty policies in effect from time to time following the expiration of Cabela's warranty for such products.

7. General Provisions

7.1 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the limited subject matter contained herein and it shall supersede all prior agreements, proposals or understandings between the parties whether written or oral

7.2 Assignment. The duties and obligations created under this Agreement may not be transferred or assigned by Cabela's (including by operation of law) without the prior written consent of ITI, which consent may be withheld in ITI's sole discretion.

7.3 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written instrument signed by both parties hereto.

7.4 Waiver. Neither the waiver by either party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions

of this Agreement or to exercise any right hereunder, shall be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or provisions hereunder.

7.5 Severability. If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

7.6 Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if (i) hand delivered, (ii) sent by a nationally recognized overnight courier for next business day deliver or (iii) sent by confirmed facsimile transmission as follows:

If to ITI:

1000 Fuller Drive
Garrett, IN 46738
Attention: President
Telecopy No. (260) 467-5101

If to Cabela's:

1 Cabela Drive
Sidney, NE 69160
Attention: Mike Weiser
Telecopy No. (308)255-2303

or at such other address as any party may specify by notice given to the other party in accordance with this Section 7.6. The date of giving of any such notice shall be the date of hand delivery, the next business day after delivery to the overnight courier service, or the business day sent by confirmed facsimile transmission.

7.7 Specific Performance Cabela's agrees that ITI would suffer irreparable harm from a breach by Cabela's of any of the covenants or agreements contained in this Agreement. In the event of an alleged or threatened breach by Cabela's, ITI or its successors or assigns may, in addition to all other rights and remedies existing in its favor, shall be entitled to specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, without the need of posting a bond or other security.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to principles of conflicts of laws, and the trademark laws and regulations of the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

INNOTEK, INC.

By

Richard W. Frank

Richard W. Frank
Chief Executive Officer

CABELA'S INC.

By

Mike Wieser

Mike Wieser
Director, Hunting Hardgoods

REVIEWED/APPROVED
CABELA'S LEGAL DEPT

12/20/04