

**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:	06/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Outdoor Optics, Inc.		06/01/2005	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

Name:	Olympic Optical Company, LLC
Street Address:	801 Corporate Centre Drive
Internal Address:	Suite 300
City:	St. Charles
State/Country:	MISSOURI
Postal Code:	63304
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1555331	UV BLOCKER
Registration Number:	2070642	VIEWMASTER
Registration Number:	2136314	QUIK-FIT
Registration Number:	2105455	ASSAULT SHIELDS
Registration Number:	2451352	PHANTOM
Registration Number:	2264786	CODE 4
Registration Number:	2626740	BRUTE
Registration Number:	2861363	THE FLAME
Registration Number:	2857500	OZONE
Serial Number:	78333729	30-06
Serial Number:	78391657	357
Serial Number:	76615011	S.W.A.T.

**OP \$315.00 1555331**

**TRADEMARK**

CORRESPONDENCE DATA

Fax Number: (937)222-6554

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

Phone: (937) 222-2054

Email: gfinley@ssdlaw.com

Correspondent Name: Gale S. Finley

Address Line 1: 40 N. Main Street

Address Line 2: Suite 1900

Address Line 4: Dayton, OHIO 45423

NAME OF SUBMITTER:	Gale S. Finley
Signature:	/gsf/
Date:	06/21/2005

Total Attachments: 4  
source=00168181#page1.tif  
source=00168181#page2.tif  
source=00168181#page3.tif  
source=00168181#page4.tif

## Assignment of Trademarks

**This Assignment of Trademarks** (the "Agreement") is entered into this 1<sup>st</sup> day of June, 2005 (the "Effective Date"), by and between **Outdoor Optics, Inc.**, a Tennessee corporation with a principal place of business at 3975 Vantech Drive, Suite 2, Memphis, Tennessee 38115-5943 ("Assignor"), and **Olympic Optical Company, LLC**, a Delaware limited liability company with headquarters located at 801 Corporate Centre Drive, Suite 300, St. Charles, Missouri 63304-8685 ("Assignee"), under the following circumstances:

A. Assignor is the owner of the trademarks listed on the schedule attached as Exhibit A (the "Trademarks"). The Trademarks relate to the business conducted by Assignee under the name "Olympic Optical Company" (the "Olympic Business").

B. Assignor has agreed to sell to Assignee all of the assets associated with the Olympic Business, including all trademarks, pursuant to the terms of a certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee.

**Therefore**, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, its successors and assigns, and Assignee hereby accepts all rights, title, and interest of every kind and character throughout the world, including moral rights, in and to the Trademarks to the full extent of its ownership or interest in the Trademarks, including, without limitation, all federal, state, foreign, statutory, and common law and other rights; all domestic and foreign trademark applications and registrations for the Trademarks (and all extensions and renewals of such applications and registrations and the right to apply for any of the foregoing); all goodwill associated with or symbolized by the Trademarks and/or the Olympic Business; all rights to causes of action and remedies related to the same (including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks.

Upon Assignee's request, Assignor will promptly take all actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be necessary to vest, secure, perfect, maintain, protect, or enforce the rights and interests of Assignee in and to the Trademarks.

In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under the immediately preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignee.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Tennessee, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

**In witness whereof**, the parties have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

**Outdoor Optics, Inc.**

By: Walter E. Hoffe  
Title: president

**Olympic Optical Company, LLC**

By: [Signature]  
Title: president

**Exhibit A**

RFEM NO./COUNTRY	MARK	REGISTRATION NO./ APPLICATION NO.)	ISSUE DATE/ (FILING DATE)	STATUS/DEADLINES
1354-105 U.S.	UV BLOCKER	1,555,331	September 5, 1989	Issued; Renewal Due September 5, 2009
1354-135 U.S.	VIEWMASTER	2,070,642	June 10, 1997	Issued; Renewal Due June 10, 2007
1354-139 U.S.	QUIK-FIT	2,136,314	February 10, 1998	Issued; Renewal Due February 10, 2008
1354-140 U.S.	ASSAULT SHIELDS	2,105,455	October 14, 1997	Issued; Renewal Due October 14, 2007
1354-152 U.S.	PHANTOM	2,451,352	May 15, 2001	Issued; Declaration of Use and Incontestability Due May 15, 2007
1354-153 U.S.	CODE 4	2,264,786	July 27, 1999	Issued; Renewal Due on July 27, 2009
1354-181 U.S.	BRUTE	2,626,740	September 24, 2002	Issued; Declaration of Use and Incontestability Due September 24, 2008
1354-191 U.S.	THE FLAME	2,861,363	July 6, 2004	Issued; Declaration of Use and Incontestability Due July 6, 2010
1354-197 U.S.	OZONE	2,857,500	June 29, 2004	Issued; Declaration of Use and Incontestability Due June 29, 2010
1354-201 U.S.	30-60	(78/333,729)	(November 26, 2003)	Pending; Notice of Publication received March 2, 2005
1354-202 U.S.	357	(78/391,657)	(March 26, 2004)	Pending; Amendment to Allege Use accepted March 1, 2005
1354-207 U.S.	S.W.A.T.	(76/615,011)	(October 7, 2004)	Pending; Awaiting examination