

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE OF ADMINISTRATIVE AND COLLATERAL AGENCY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANC OF AMERICA LEASING & CAPITAL LLC, SUCCESSOR TO FLEET CAPITAL CORPORATION, AS AGENT		07/12/2005	Limited Liability Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A., AS SUCCESSOR AGENT
<b>Street Address:</b>	6100 Fairview Road
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28210
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1838245	ELLETT BROTHERS
Registration Number:	1916955	AS BIG AS ALL OUTDOORS
Registration Number:	1918493	ELLETT BROTHERS AS BIG AS ALL OUTDOORS.
Registration Number:	1968109	SPORTSMAN'S SELECT
Registration Number:	1727424	CHURCHILL

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-701-7237  
 Email: cdore@mayerbrownrowe.com  
 Correspondent Name: Christopher Dore

OP \$140.00 1838245

Address Line 1: 71 South Wacker Drive  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	08/22/2005

Total Attachments: 4  
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INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE  
OF ADMINISTRATIVE AND COLLATERAL AGENCY

This INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE dated as of July 12, 2005 (this "Assignment") is between BANC OF AMERICA LEASING & CAPITAL, LLC ("BALC"), successor to Fleet Capital Corporation ("Fleet"), as Agent and BANK OF AMERICA, N.A., as successor Agent ("BofA").

WITNESSETH:

WHEREAS, Fleet was the original Agent under that certain Loan and Security Agreement dated as of March 28, 2002, as amended from time to time (the "Credit Agreement"), among Ellett Brothers, Inc. ("EBI"), Evans Sports, Inc. ("ESI") and Archery Center International, Inc. ("ACI"), as borrowers (EBI, ESI and ACI being referred to collectively, the "Borrowers" and individually as a "Borrower"), the Lenders from time to time party thereto and Fleet Capital Corporation, as Agent;

WHEREAS, Fleet as Agent was the original grantee under the Credit Agreement and the Security Documents (as defined in the Credit Agreement);

WHEREAS, BALC is the successor to Fleet, and the former assets of Fleet have been distributed to BofA;

WHEREAS, on the date hereof, BALC has resigned as administrative agent and collateral agent;

WHEREAS, on the date hereof, BofA accepted the appointment as administrative agent and collateral agent;

WHEREAS, BofA, as successor administrative agent and collateral agent, succeeded to the estates, properties, interests, rights, powers, duties and trusts of BALC as administrative agent and collateral agent in, to and under the Credit Agreement and the Security Documents;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**1. Resignation of Agent; Appointment of Successor Agent.**

(a) Effective on the date hereof (the "Effective Date"), BALC hereby resigns as Agent. Each of the Lenders and the Borrowers waives the thirty days written notice requirement in Section 12.8 of the Credit Agreement and acknowledges and accepts such resignation.

(b) Effective immediately upon the effectiveness of BALC's resignation as Agent, the Lenders hereby appoint BofA as Agent to succeed BALC as Agent, all references to Agent or the successor Agent in the Loan Documents, from and after such date, shall refer to BofA and BofA shall succeed to and become vested with all the rights, powers, privileges and duties of BALC, as the retiring Agent, and BALC, as the retiring Agent, shall be discharged from its duties and obligations under the other Loan Documents except as provided herein.

(c) BALC and the Obligors, at the Obligors' expense, will promptly and duly execute and deliver such documents and assurances and take such actions as may be necessary or desirable or as BofA may reasonable request in order to carry out more effectively the intent and purpose of this Section 1 and to assign to BofA the Agent's security interest, rights and remedies created or intended to be created

under the Credit Agreement and the Security Documents. Without limiting the generality of the above, BALC and each Obligor will join with BofA in such notices or assignments as may be appropriate under applicable Federal or state law in form satisfactory to BofA and filing or recording the same in all public offices and jurisdictions wherever and whenever reasonably requested by BofA.

**2. Transfer of Rights Under Security Documents.**

1. BALC, in its capacity as administrative agent and collateral agent, hereby assigns and transfers irrevocably to BofA, in its capacity as administrative agent and collateral agent and as grantee under the Credit Agreement and the Security Documents and its successors and assigns, all the estates, properties, rights, powers privileges and duties of BALC in, to and under the Credit Agreement and the Security Documents.

2. BofA hereby accepts such assignment and accepts all the estates, properties, rights, powers, privileges and duties of BALC under and pursuant to the Credit Agreement and the Security Documents.

3. BALC will, at the expense of the Obligors and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that BofA may reasonably request, in order to transfer any of the estates, properties, rights, powers and duties granted or purported to be granted hereby or to enable BofA to exercise and enforce its rights and remedies under the Credit Agreement and the Security Documents.

4. This Assignment shall in all respects be governed by, and construed in accordance with, the law of the State of North Carolina, including all matters of construction, validity and performance.

5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

BANC OF AMERICA LEASING & CAPITAL, LLC,  
successor to Fleet Capital Corporation, as Agent

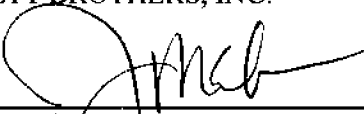
By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Successor Agent and as sole Lender

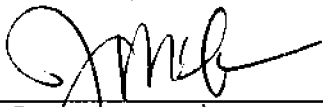
By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to:

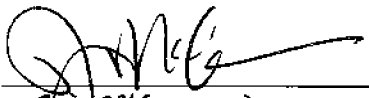
ELLETT BROTHERS, INC.

By:   
Name: Jim McCann  
Title: CFO

EVANS SPORTS, INC.

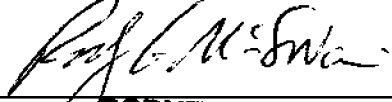
By:   
Name: Jim McCann  
Title: CFO

ARCHERY CENTER INTERNATIONAL, INC.

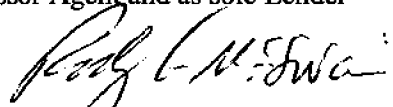
By:   
Name: Jim McCann  
Title: CFO

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

BANC OF AMERICA LEASING & CAPITAL, LLC,  
successor to Fleet Capital Corporation, as Agent

By:   
Name: **RODNEY G. McSWAIN**  
Title: *Sr. Vice President*

BANK OF AMERICA, N.A.,  
as Successor Agent and as sole Lender

By:   
Name: **RODNEY G. McSWAIN**  
Title: *Sr. Vice President*

Acknowledged and Agreed to:

ELLETT BROTHERS, INC.

By: \_\_\_\_\_  
Name:  
Title:

EVANS SPORTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ARCHERY CENTER INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title: