

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hextek Technologies, Inc.		05/23/2005	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	W.C. BRADLEY/ZEBCO HOLDINGS, INC.
Street Address:	6101 E. Apache
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74115
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2140728	TYCOON FIN-NOR
Registration Number:	2745067	STEEL RIVER
Serial Number:	76568088	BENDER
Serial Number:	76516782	CYTAC
Registration Number:	2460414	TYCOON
Registration Number:	1941187	AHAB
Registration Number:	1378274	TYCOON FIN-NOR RODS SINCE 1933

CORRESPONDENCE DATA

Fax Number: (918)583-9659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 918-599-0621
 Email: trademarks@fellerssnider.com
 Correspondent Name: Alan Weeks
 Address Line 1: 321 South Boston

OP \$190.00 2140728

Address Line 2: Suite 800
Address Line 4: Tulsa, OKLAHOMA 74103-3318

NAME OF SUBMITTER:	R. Alan Weeks
Signature:	/r. alan weeks/
Date:	08/25/2005

Total Attachments: 5
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 23 day of MAY, 2005, by **W.C. BRADLEY / ZEBCO HOLDINGS, INC.**, a Georgia corporation (the "Buyer" or "Assignee"), and **HEXTEK TECHNOLOGIES, INC.**, a North Carolina corporation (the "Seller" or "Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated May 23, 2005 (the "Purchase Agreement"), pursuant to which Assignee has agreed to buy the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Agreement is contemplated by the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignment and Assumption. Effective as of : .m. (time) on , 2005, (the "Effective Time"), Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's worldwide right, title, interest, privileges and benefits, including the goodwill associated therewith, and all of the Assumed Liabilities in connection with, each of the following assets involving the "Brand" (the Fin-Nor products being conveyed pursuant to the Purchase Agreement):

- a. The IP Agreement assumed by Buyer pursuant to the Purchase Agreement;
- b. any Patentable Subject Matter;
- c. all of the registered and unregistered domestic and foreign Copyrights and copyright applications;
- d. all of the registered and unregistered domestic and foreign Marks, servicemarks, trademarks, trademark applications and trade names, including without limitation, the Marks listed on the schedules to the Purchase Agreement and Schedule A attached hereto;
- e. all of the rights throughout the world to any proprietary know-how, Trade Secrets and other confidential information, whether arising by law or contractual obligation of non-disclosure; and

- f. all of the rights in Net Names and internet domain names presently used by Assignor, including without limitation, the Web Sites listed on the schedules to the Purchase Agreement and Schedule B attached hereto.

The parties expressly understand and agree that the assets described above relate only to the "Brand" of Fin-Nor products being conveyed subject to the Asset Purchase Agreement and that Seller is retaining other assets and continuing in business not related to the "Brand."

Assignee hereby accepts the Assignment of the foregoing assets, including all rights to sue for infringement of any Patent, Copyright or Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in any jurisdiction, and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with any assumed contract. Assignee assumes no Retained Liabilities, and the parties hereto agree that all such Retained Liabilities shall remain the sole responsibility of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to any assumed contract, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively assign, transfer, grant, convey, assure and confirm the assignments and assumptions contemplated by this Agreement.

5. Miscellaneous Provisions.

- a. This Agreement shall inure to the benefit of, and be binding upon, the Buyer and the Seller and their respective successors and assigns.
- b. Except to the extent that federal law preempts state law with respect to the matters covered herein, this Agreement shall be governed and enforced in accordance with the laws of the State of Oklahoma, without regard to the *conflicts of law rules thereof*.
- c. Original signatures transmitted via facsimile shall be acceptable for purposes of executing this Agreement. If original signatures are transmitted by facsimile, each party hereto shall endeavor in good faith to deliver to the other

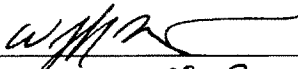
party hereto an executed original within three (3) business days after the Closing Date. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

- d. This Agreement may be amended, modified or supplemented only by the written agreement of the Buyer and the Seller.
- e. Nothing in this Agreement shall be deemed to release either the Seller or the Buyer in any way from any of its respective obligations under the Purchase Agreement other than those performed by this instrument.
- f. Nothing in this Agreement will modify, amend, or supersede any term in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed on their behalf, on the day and year first above written.

BUYER/ASSIGNEE:

**W.C. BRADLEY / ZEBCO HOLDINGS,
INC.**

By: 
Name: W. Jeff Pontius
Title: President

SELLER/ASSIGNOR :

HEXTEK TECHNOLOGIES, INC.

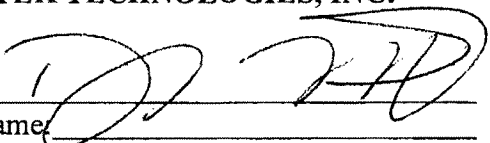
By: 
Name: _____
Title: _____

EXHIBIT A TO ASSIGNMENT AGREEMENT

1. Any-Patents
2. Marks

Registered Marks	Serial #	Registration No.
FIN-NOR	78578155	
TYCOON FIN-NOR	75246736	2140728
TYCOON	75812724	2460414
FIN-ITE	74623779	1941188
AHAB	74623778	1941187
TYCOON FIN-NOR RODS SINCE 1933	73510611	1378274
STEEL RIVER	78086878	2745067
BENDER	76568088	
CYTAC	76516782	

Unregistered Marks	
GOLDEN REGAL	73335406
FIN-NOR LIGHT	73446046
VISCOUNT	72158106
FIN-NOR	71690580
FIN-NOR	73446048
FIN-NOR	75246857
AHAB MEGADRAG	74733257
MEGADRAG	74733255
MEGA DRAG	74733256
AHAB MEGA DRAG	74733254
HY-FRAME	78136653
MAG BAY	78089517
TAMARINDO	78083647
WEDDING CAKE	78100980
PROFILER	78069259
LEGACY	78069265
SANTIAGO	78069252
FIN-BUTT	76490466
ESTIMA	
MEGA LITE (MLX)	
PRIMEO	
QUEST LITE	
LUMINA	
INSHORE	
OTHER TRADEMARKS OWNED BY SELLER RELATED TO THE BRAND	

**EXHIBIT B TO ASSIGNMENT AGREEMENT
NET NAMES**

Net Names: www.finnorfishing.com
www.fin-norfishing.com
www.fin-nor-international.com

Internet Website and Domain Registration for www.fin-norfishing.com:

www.finnorfishing.com
www.fin-norfishing.com
www.fin-nor-international.com