

11-17-2005

Docket No.:

TRADEMARK



ONLY

17813-00001

Tab settings

103120931

To the Director of the United States Patent and Trademark Office, for the filing of original documents or copy thereof.

1. Name of conveying party(ies):

Bedford Acquisition Corporation

11-14-05

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Toronto, Canada
- Other \_\_\_\_\_

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: Compass Outdoor Products, Inc.

Internal Address: \_\_\_\_\_

Street Address: 11 Jytek Park

City: Leominster State: MA ZIP: 01453

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: July 12, 2005

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,768,995	2,731,614
2,485,171	2,761,327
2,716,488	2,401,014

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian M. Dingman, Esq.

Internal Address: Mirick, O'Connell, DeMallie & Lougee

Street Address: 1700 West Park Drive

11/16/2005 ECDOPER 00000037 2768995

01 FC: 8521

02 FC: 8522

City: Westborough

40.00 OP  
125.00 OP

State: MA ZIP: 01581

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41):.....\$ \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1582

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian M. Dingman

Name of Person Signing

Signature

November 9, 2005

Date

Total number of pages including cover sheet, attachments, and

7

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003254 FRAME: 0592

RECORD SECTION  
NOV 14 AM 7:19  
RECORDS  
008340600  
Name/Number 2768995  
FC: 9204

## **ASSIGNMENT OF TRADEMARK RIGHTS**

WHEREAS, Bedford Acquisition Corp. ("Assignor"), an Ontario corporation with its principal place of business at 2 St. Clair Avenue W., Ste. 1002, Toronto, Canada, is the owner of record at the United States Patent & Trademark Office or the Canadian Intellectual Property Office of the trademark registrations set forth in the attached Exhibit and incorporated herein by reference;

WHEREAS Assignor has common law rights in the marks that are the subject of this assignment and as shown in the attached Exhibit;

WHEREAS, Compass Outdoor Products, Inc. ("Assignee"), a Massachusetts corporation with its principal place of business at 11 Jytek Park, Leominster, Massachusetts 01453, is desirous of acquiring said common law rights, registrations and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the marks set forth in the attached Exhibit together with that portion of its business relating to the marks and the goodwill appurtenant thereto.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title, and interest in and to the Mark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in

the possession or control of Assignor.

Signed this 12 day of JULY, 2005.

Bedford Acquisition Corp.

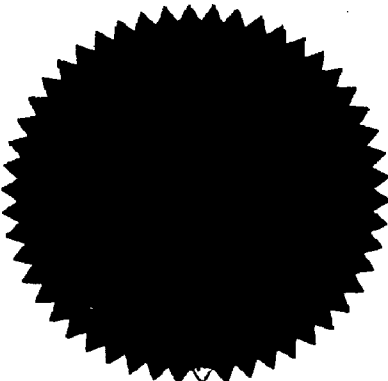
By [Signature]  
Name: Ronald Haas  
Title: PRESIDENT

STATE OF Ontario )  
COUNTY OF Quada ) ss.

On the 12 day of July, 2005, before me personally appeared John Haas, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the President of Bedford Acquisition Corp., the corporation described in and which executed the foregoing instrument, that he/she has signed said instrument as a free act on behalf of said corporation, and that he/she has the authority to act on behalf of, and bind, said corporation.

SUBSCRIBED AND SWORN to before me on the date stated above.

[Signature]  
NOTARY PUBLIC in and for the State of Ontario, residing at Toronto  
My Appointment Expires: n/a



Acceptance of Assignment

Compass Outdoor Products, Inc., the Assignee above, does hereby accept the assignment of the trademarks .

Signed this \_\_\_\_ day of \_\_\_\_\_, 2005.

Compass Outdoor Products, Inc

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF )

) ss.

COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument, that he/she has signed said instrument as a free act on behalf of said corporation, and that he/she has the authority to act on behalf of, and bind, said corporation.

SUBSCRIBED AND SWORN to before me on the date stated above.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_, residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

EXHIBIT 1

TRADEMARK REGISTRATIONS

Bedford Acquisition Corp. to Compass Outdoor Products

<b>Trademark</b>	<b>Registration No.</b>	<b>Country</b>	<b>Registration Date</b>
(A)SE	2,768,995	USA	09/30/03
BLUE ICE	2,731,614	USA	07/01/03
FACTOR X (OR X FACTOR)	2,485,171	USA	09/04/01
HYDROSTABILIZER	2,761,327	USA	09/09/03
INSTA-LOCK	2,716,488	USA	05/13/03
OUTTALINE EXTREME SPORTS	2,401,014	USA	10/31/00
INSTA-LOCK	595552	Canada	11/24/03