

01-20-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



PARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDA  
TRADEMARKS ONLY  
103161655

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

McKenzie Targets, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Iowa
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) 11-30-05, 11-30-05

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Delta Sports Products, LLC

Internal \_\_\_\_\_

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

Street Address: 5040 West Harold Gatty Drive

City: Salt Lake City

State: Utah

Country: USA Zip: 84116

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
76/468,489

B. Trademark Registration No.(s)  
1,919,975; 1,989,642; 1,830,436; 1,980,713; 2,321,852; 2,324,438; 2,431,715

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: L. Grant Foster

Internal Address: Holland & Hart LLP

Street Address: P.O. Box 11583

City: Salt Lake City

State: Utah Zip: 84147-0583

Phone Number: (801) 595-7800

Fax Number: (801) 364-9124

Email Address: gfoster@hollandhart.com

6. Total number of applications and registrations involved:

01/19/2006 LMUELLER 0000149719 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 520.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

01/19/2006 LMUELLER 000010576468489

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

L. Grant Foster

Name of Person Signing

16 JAN 2006

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003286 FRAME: 0860

**ADDITIONAL TRADEMARK REGISTRATION NOS.**  
**(Attachment to Recordation Form Cover Sheet)**

2,329,408  
2,729,005  
2,657,115  
2,778,275  
2,850,277

## TRADEMARK ASSIGNMENT

**WHEREAS**, MCKENZIE TARGETS, INC., a Delaware corporation, with offices at 1910 St. Luke's Church Road, Salisbury, North Carolina 28146 (hereinafter "Assignor"), is the owner of record in the United States Patent and Trademark Office of the trademark registrations identified in Schedule A hereto, as well as the trademark applications, domain names and trade names identified in Schedule A (hereinafter "Trademarks"), together with the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, all common law rights, all causes of action, and all claims for damages, profits and other awards by reason of past infringement, dilution, misappropriation or other violations thereof, including the right to sue therefor; and

**WHEREAS**, DELTA SPORTS PRODUCTS, LLC, a Utah limited liability company, with offices at 5040 Harold Gatty Drive, Salt Lake City, Utah 84116 (hereinafter "Assignee"), desires to acquire the Trademarks, including the goodwill of the business associated therewith and symbolized thereby and all rights appurtenant thereto.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) to Assignor in hand paid, the foregoing recitals, the mutual covenants and agreements contained in the Asset Purchase Agreement, dated as of November 30, 2005 (the "Agreement"), by and between Assignor and Assignee, and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, free of all encumbrances, Assignor's entire right, title and interest throughout the world in and to the Trademarks, together with the goodwill of the business associated therewith and symbolized thereby, and together with all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past, present or future infringement, dilution, misappropriation, or other violation thereof, and the right to sue therefor.

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for Trademarks and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of assignee or its successors, assigns, or nominees to apply for Trademarks and to claim the aforesaid benefits of the right of property provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which may be required to transfer all of Assignor's rights, title and interest in and to the said Trademarks and/or the rights appurtenant thereto to Assignee, its successors or assigns.

Assignor acknowledges and agrees that it has the power and authority to assign the Trademarks to Assignee.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this instrument to be executed in their corporate names by their duly authorized representatives this 30th day of November, 2005.

ASSIGNOR:

**MCKENZIE TARGETS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Kevin McKenzie  
Title: President

ASSIGNEE:

**DELTA SPORTS PRODUCTS, LLC,**  
a Utah limited liability company

By: EASTON TECHNICAL PRODUCTS, INC.,  
Manager

By: \_\_\_\_\_  
Greg Easton, President

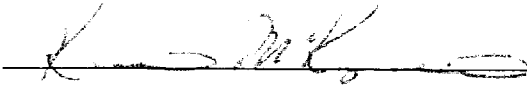
Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which may be required to transfer all of Assignor's rights, title and interest in and to the said Trademarks and/or the rights appurtenant thereto to Assignee, its successors or assigns.

Assignor acknowledges and agrees that it has the power and authority to assign the Trademarks to Assignee.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this instrument to be executed in their corporate names by their duly authorized representatives this 30th day of November, 2005.

ASSIGNOR:

**MCKENZIE TARGETS, INC.,**  
a Delaware corporation

By:   
Name: Kevin McKenzie  
Title: President

ASSIGNEE:

**DELTA SPORTS PRODUCTS, LLC,**  
a Utah limited liability company

By: EASTON TECHNICAL PRODUCTS, INC.,  
Manager

By: \_\_\_\_\_  
Greg Easton, President

Schedule A

United States Trademarks

|     | Trademark                  | Registration No. | Registration Date |
|-----|----------------------------|------------------|-------------------|
| 1.  | Aim-Rite                   | 1,919,975        | 09/19/95          |
| 2.  | McKenzie & Design          | 1,989,642        | 07/30/96          |
| 3.  | Natra-Look                 | 1,830,436        | 04/12/94          |
| 4.  | DuraCore                   | 1,980,713        | 06/18/96          |
| 5.  | TuffShot series            | 2,321,852        | 02/22/00          |
| 6.  | TuffBuck series            | 2,324,438        | 02/29/00          |
| 7.  | TuffBlock McKenzie Targets | 2,431,715        | 02/27/01          |
| 8.  | TuffStop McKenzie          | 2,329,408        | 03/14/00          |
| 9.  | McKenzie HD                | 2,729,005        | 06/24/03          |
| 10. | Carbon Block               | 2,657,115        | 12/03/02          |
| 11. | Carbon-Buck                | 2,778,275        | 10/28/03          |
| 12. | SuperFlex Foam             | 2,850,277        | 06/08/04          |

United States Trademark Applications

|    | Trademark  | Application No. | Filing Date |
|----|------------|-----------------|-------------|
| 1. | HandiBlock | 76/468,489      | 11/20/02    |

Unregistered Trade Names

- McKenzie Target

Domain Names

- [www.mckenzie3d.com](http://www.mckenzie3d.com)
- [www.mckenzietargets.biz](http://www.mckenzietargets.biz)
- [www.mckenzie3d.biz](http://www.mckenzie3d.biz)