

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
Swift Instruments, Inc.		04/20/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	SafeTGard Sport Optics, LLC		
Street Address:	12105 W. Cedar Drive		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1400225	AEROLITE	
Registration Number:	1400221	NIGHTHAWK	
Registration Number:	1988610	NIGHTHAWK	
Registration Number:	1400222	SEAHAWK	
Registration Number:	1407489	TELEMASTER	
Registration Number:	1400226	TRILYTE	
CORRESPONDENCE DATA			
Fax Number:	(303)793-3678		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(303) 793-3400		
Email:	mdubois@pdrllaw.net		
Correspondent Name:	Matt Dubois		
Address Line 1:	8400 E. Prentice Ave., Suite 1040		
Address Line 4:	Greenwood Village, COLORADO 80111		
NAME OF SUBMITTER:	Matt Dubois		

OP \$165.00 1400225

Signature:

/md/

Date:

06/05/2006

Total Attachments: 3

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ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made effective as of the 20th day of April, 2006, by Swift Instruments, Inc., a Massachusetts corporation (the "Seller"), whose principal place of business is located at 2055 Gateway Place, Suite 500, San Jose, CA 95110, in favor of Safetgard Sport Optics, LLC, a Colorado limited liability company (the "Buyer"), whose principal place of business is located at 12105 W. Cedar Drive, Lakewood, Colorado 80228.

Seller and Buyer have entered into an Asset Purchase Agreement dated as of April 20, 2006 (the "Agreement"), pursuant to which Buyer purchases from Seller, and Seller sells to Buyer, specified assets of the Seller, including the following trademark rights and registrations (collectively, the "Trademarks"):

Trademark	Registration No./Application No.	Registration Date	Country
AEROLITE	Reg. No. 1,400,225	7/08/1986	United States
AUDUBON	Reg. No. 3428927	2/22/2005	CTM (European Community)
	Reg. No. B2,888	12/15/1986	Hong-Kong
	Reg. No. 510342	11/25/1957	Japan
	Reg. No. 127749	7/28/1986	South Korea
NIGHTHAWK	Reg. No. 1,400,221	7/08/1986	United States
	Reg. No. 1,988,610	7/23/1996	United States
	Reg. No. 1023975	06/06/1997	China
	Reg. No. 380464	10/30/1997	South Korea
	Reg. No. 744879	1/15/1997	Taiwan
	App. No. 3428554	10/29/2003	CTM (European Community)
SEA HAWK	Reg. No. 1,400,222	7/08/1986	United States
TELEMASTER	Reg. No. 1,407,489	9/02/1986	United States
	Reg. No. 3248653	10/29/2003	CTM (European Community)

TRILYTE	Reg. No. 1,400,226	7/08/1986	United States
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For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Seller, Seller does hereby sell, convey, assign, transfer, and deliver to Buyer, its successors and assigns, all of its right, title and interest in the Trademarks, registration of the Trademarks, and applications for the registration of the Trademarks, including without limitation all common law rights connected therewith, any claims arising from infringement of the Trademarks irrespective of when accrued, the goodwill of Seller's business relating to Seller's products in respect of which the Trademarks are used, and the right to market goods in the same distinctive trade dress as Seller has used from time to time. Seller shall execute any further documents or instruments as may be requested by Buyer to grant, assign, and transfer to Buyer all right, title, and interest in and to the Trademarks and any claims arising from infringement of the Trademarks.

IN WITNESS WHEREOF, this Assignment has been executed to be effective as of the date first above written.

SWIFT INSTRUMENTS, INC.
a Massachusetts corporation

By: Alison C. Swift
Name: Alison C. Swift
Its: President

ACCEPTED BY:

SAFETGARD SPORT OPTICS, LLC
a Colorado limited liability company

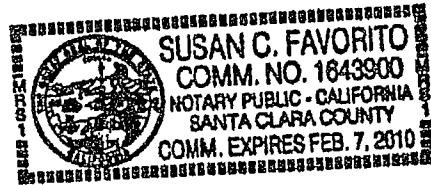
By: Sheila L. Gottsch
Name: Sheila L. Gottsch
Its: Sole Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On May 19, 2006 before me, Susan C. Favorito, Notary Public, personally appeared Alison C. Swift, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Susan C. Favorito
Notary Public

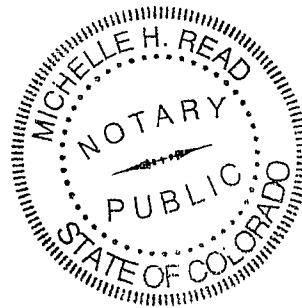


STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

On 5/24, 2006 before me, Michelle Read, Notary Public, personally appeared Sheila L. Gottsch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Michelle Read
Notary Public



exp. 12/27/08