

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
Mason Companies, Inc.	FORMERLY Mason Shoe Manufacturing Co.	10/24/2006	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	American Sports Licensing, Inc.		
Street Address:	300 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78231768	FIELD&STREAM RUGGED BOOTS ORIGINAL SINCE 1957	
Registration Number:	0661685	FIELD & STREAM	
Registration Number:	1416704	FIELD & STREAM	
Registration Number:	1912915	FIELD & STREAM	
Registration Number:	3109945	FIELD & STREAM RUGGED BOOTS	
CORRESPONDENCE DATA			
Fax Number:	(703)836-2021		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 836-6620		
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	P.O. bOX 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	0052060-000005		

CH \$140.00 78231768

NAME OF SUBMITTER:	Bassam N. Ibrahim
Signature:	/Bassam N. Ibrahim/
Date:	10/31/2006

Total Attachments: 12

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is entered into and effective as of the last signature date by and between American Sports Licensing, Inc., a Delaware Corporation having a business address of 300 Delaware Avenue, Wilmington, Delaware 19801 (hereinafter referred to as "Assignee"); and Mason Companies, Inc., (successor in interest to Mason Shoe Manufacturing Co.), a Wisconsin Corporation having a business address of 1251 1st Avenue, Chippewa Falls, Wisconsin 54729 (hereinafter "Assignor").

WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the Field & Stream Marks, as defined in Section 1 of this Agreement;

WHEREAS, pursuant to Section 2.1.2 of the Trademark License Agreement between Assignor and Assignee dated as of March 7, 2003 (the "License"), Assignee is exercising hereby its purchase rights under Section 2.1.2 of the License;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Field & Stream Marks, as defined in Section 1 of this Agreement, together with all of the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing, the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Assignor does hereby grant, assign and convey to Assignee all of Assignor's right, title and interest in and to the Field & Stream Marks, as defined in Schedule A, together with all of the goodwill associated therewith and symbolized thereby, in its entirety.

The Field & Stream "Marks" shall be defined as all marks, trade names, and domain names owned by Assignor containing or comprising the term "Field & Stream" in the US and worldwide, including but not limited to those set forth on and listed on Schedule A attached hereto and incorporated herein by reference. Within five business days (defined to mean days that the New York Stock Exchange is open for normal regular trading) after both parties hereto have properly executed and delivered this Assignment, the consideration set forth on Schedule B hereto will be paid to Assignor by Assignee by wire transfer of federal or other immediately available United States funds to the accounts specified in Schedule B.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Assignor represents, warrants and covenants that: (a) Assignor has all requisite power and authority to execute and deliver this Assignment, to consummate the transaction and perform all of the terms and conditions contemplated by this Assignment; (b) Assignor is the current owner of the Field & Stream Marks; (c) Assignor has not abandoned any of the Field & Stream Marks, and Assignor or its predecessors in interest have continuously used the Field & Stream Marks since their adoption; (d) Assignor has not and will not take any action or inaction that would impair the value or functionality of the Field & Stream Marks; (e) all the Field & Stream Marks ever used or registered by Assignor are listed on Schedule A; (f) Assignor has no knowledge of any intellectual property or moral rights infringement action or other liability associated with or resulting from the Field & Stream Marks; (g) the Field & Stream Marks are not subject to any lien, security interest or other encumbrance and Assignor is transferring and assigning the Field & Stream Marks to Assignee free and clear of all liens, security interests or other encumbrances; (h) Assignor will not, directly or indirectly, register or re-register, or attempt to register or re-register, anywhere in the world, any Field & Stream Marks, trademark or service mark (or any

variation or colorable imitation thereof) that is identical or confusingly similar to, or may cause a likelihood of confusion with or dilution of, the Field & Stream Marks; and (i) Assignor will not, directly or indirectly, contest Assignee's ownership of or actions with respect to the Field & Stream Marks. Assignor shall indemnify, defend and hold Assignee and its affiliates (as defined in Rule 12b-2 of the Securities Exchange Act of 1934) harmless from and against any and all claims, damages, losses and other costs arising from any matter set forth on Schedule C hereto.

3. **SURVIVAL.** All of Assignor's warranties, representations and covenants, pursuant to this Assignment, shall survive and be continuing after the date of this Assignment.

4. **RIGHT TO SUE FOR PAST INFRINGEMENT.** Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Field & Stream Marks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignees successors, assigns or other legal representatives.

5. **COOPERATION.** Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment, including all documents necessary to effectuate transfer of the Field & Stream Marks worldwide with any domain name registrar, or state or federal government, national or international agency or authority.

6. **ENFORCEMENT OF RIGHTS.** Assignor agrees to cooperate with and assist Assignee in obtaining, enforcing, and defending its rights in the Field & Stream Marks, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or any other agency or authority worldwide.

7. **MISCELLANEOUS.**

a. Governing Law. This Assignment and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Virginia without regard to its conflict of laws.

b. Legal Representation of the Parties. This Assignment was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

c. Non-Waiver. The failure of any party to exercise any right or option given to it by or to insist upon strict adherence to the terms of this Assignment shall not constitute a waiver of any terms or conditions contained herein with respect to any other or subsequent breach.

d. Successors and Assigns. This Assignment shall be binding on and shall inure to the benefit of the parties to this Assignment and their successors and assigns, if any.

e. Headings. The headings of Paragraphs in this Assignment are provided for convenience only and will not affect its construction or interpretation.

f. Execution of Assignment. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. This Assignment may be amended or

modified only by a writing signed by both parties. This Assignment terminates all of Assignee's obligations under the License.

g. This Assignment is being made pursuant to Assignee's rights under Section 2.1.2 of the License, and Assignor's obligations under Sections 2.1.2 and 9.11 thereof and pursuant to Assignee's desire to acquire other such trademarks from Assignor as enumerated in Schedule A, specifically Foreign Marks.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Assignment on the dates indicated below.

Assignor

By: *Daniel J. Hunt*

Daniel J. Hunt

CEO/President

Date: 24 October 2006

STATE OF WISCONSIN:

COUNTY OF CHIPPEWA:

Before me, a Notary Public in and for the said county, personally appeared Daniel J. Hunt, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 24th day of October, 2006.

Lori A. Mueller

LORI A. MUELLER, NOTARY PUBLIC

LORI A. MUELLER
Notary Public-Chippewa County
My Commission Expires April 29, 2007



Assignee

By: *Michael F. Hines*

Name: MICHAEL F. HINES

Title: President

Date: October 25, 2006

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ALLEGHENY :

Before me, a Notary Public in and for the said county, personally appeared Michael F. Hines, President of American Sports Licensing, Inc., known to me to be the person who executed the foregoing instrument on behalf of said corporation.

Whereof, I have hereunto set my hand and affixed my official seal this 25th day of October, 2006.

Patricia A. Ihrig
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia A. Ihrig, Notary Public
Findlay Twp., Allegheny County
My Commission Expires Feb. 17, 2009
Member, Pennsylvania Association of Notaries

SCHEDULE A

Mark	U.S. App./ Reg. No.	Goods	Country
FIELD & STREAM	661,685	Leather and rubber boots and shoes for men, women and children	US
	1,416,704	Footwear, specifically shoes, boots and moccasins	US
FIELD & STREAM	1,912,915	Shoe and boot care kit sold as a unit, comprised of a carrying case, shoes and boot cleaners and conditioners, shoe and boot waterproofing composition, shoe and boot treatment oils, applicators and brushes therefore	US
	3,109,945	Footwear, namely boots	US
	78/231,768	Footwear, namely boots	US

Foreign Marks	Registration Number	Goods or Mark	Country
	TMA557953	Shoe/boot inserts; boots	Canada
	001146117	Footwear, specially shoes and moccasins	CTM
	1126610	Trademark	China
Field & Stream Design	182304	Trademark	Norway

Field & Stream Design	1.724.175	Trademark	Argentina
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SCHEDULE B

REDACTED

SCHEDULE C

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