

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tracer Products, Inc.		05/09/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Easton Technical Products, Inc.		
Street Address:	5040 Harold Gatty Drive		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84116		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2852137	TRACER	
CORRESPONDENCE DATA			
Fax Number:	(801)799-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-799-5830		
Email:	slcipdocket@hollandhart.com		
Correspondent Name:	L. Grant Foster		
Address Line 1:	P.O. Box 11583		
Address Line 4:	SALT LAKE CITY, UTAH 84147-0583		
ATTORNEY DOCKET NUMBER:	52802.0089		
NAME OF SUBMITTER:	L. Grant Foster		
Signature:	/L. Grant Foster/		
Date:	05/24/2007		

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Total Attachments: 13

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INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement (the "Agreement"), effective as of May 9th, 2007, (the "Effective Date") is entered into by and among Easton Technical Products, Inc., a Utah corporation, having its principal place of business at 5040 Harold Gatty Drive, Salt Lake City, Utah 84116 ("Easton"), Tracer Products, Inc., a Texas corporation with its principal place of business at 9539 Legend Isle, San Antonio, Texas 78254 ("TPI"), and Robert Wayne Simonton, an individual ("Simonton") (TPI and Simonton, jointly and severally, "Tracer") (Easton and Tracer each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, Tracer owns all right, title, and interest in and to the United States patent number 6,390,642, issued May 21, 2002, titled "Tracer Light for Archer's Arrow" (the "Patent").

WHEREAS, since at least as early as November 1999, Tracer has used the trade name and trademark TRACER to identify lighted arrows, and owns United States trademark registration 2,852,137 (the "Trademark").

WHEREAS, Tracer desires to convey to Easton all right, title, and interest in and to the Intellectual Property, as defined below, which constitutes substantially all of TPI's assets, and Easton desires to obtain all right, title, and interest in and to the Intellectual Property, all on the terms and conditions contained herein. Except as otherwise defined herein, definitions or terms used in this Agreement are set forth in Section 6 hereof.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Easton and Tracer agree as follows:

AGREEMENT

1. Assignment and Licenses.

1.1 Patent.

(a) Assignment to Easton. The Parties shall execute simultaneous with this Agreement the assignment attached hereto as Exhibit A, which transfers ownership to Easton all of Tracer's rights, title and interest in and to the Patent and the inventions claimed therein, including without limitation: all original, reissued, and reexamined letters patent that originate therefrom in the United States and worldwide, all rights of priority, all continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and worldwide, and all original, reissued, and reexamined letters patents that may issue from said continuation, divisional, continuation-in-part and substitute applications, and all of Tracer's rights and privileges pertaining to the Patent and Patent applications, together with the rights to all income derived therefrom, including the right to sue for past, present and future infringement thereof and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Patent and Patent applications to be held and enjoyed by Easton, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Tracer if this assignment had not been made.

(b) License Back to Tracer. In consideration for and subject to the terms and conditions of this Agreement, Easton hereby grants to Tracer for a period beginning on the Effective Date and terminating on November 1, 2007, under all of Easton's rights in the Patent, the non-exclusive, non-sublicensable, non-transferable, royalty-free, limited right to use the Patent for the manufacture and sale of lighted arrows in the United States. In the event Tracer breaches any material provision of this Agreement and fails to cure such breach with thirty (30) days after receiving written notice thereof from Easton, the license back granted to Tracer under this section shall be deemed terminated effective upon the expiration of such thirty (30) day period.

1.2 Trademark.

(a) Assignment to Easton. The Parties shall execute simultaneous with this Agreement the assignment attached hereto as Exhibit B, which transfers ownership to Easton all of Tracer's rights, title and interest in and to the Trademark and the goodwill associated therewith; with Tracer retaining no rights whatsoever in and to the same.

(b) License to Tracer. In consideration for and subject to the terms and conditions of this Agreement, Easton hereby grants to Tracer for a period beginning on the Effective Date and terminating on November 1, 2007, a non-exclusive, limited, non-transferable, royalty-free license to use the TRACER mark in connection with lighted arrows in the United States. In the event Tracer breaches any material provision of this Agreement and fails to cure such breach with thirty (30) days after receiving written notice thereof from Easton, the license back granted to Tracer under this section shall be deemed terminated effective upon the expiration of such thirty (30) day period.

(c) Quality Control.

(i) Standards of Quality. All goods and services sold or provided by Tracer under the Trademark shall be of high quality at least equal to comparable products previously manufactured or services provided under the Trademark by Tracer and standards of quality generally accepted in the industry to which such goods or services relate for comparable goods and services at comparable prices, and shall be sold in a manner that maintains or enhances the value of the Trademark and is in compliance with all applicable laws and regulations. Upon reasonable notice and during regular business hours, Tracer shall permit Easton to inspect samples of the products manufactured or sold by Tracer under the Trademark or to review any processes used to provide services under the Trademark at Tracer's place of business or other mutually agreed upon location. Tracer shall use reasonable efforts to use the "®" symbol in connection with its uses of the Trademark.

(ii) Domain Name and Website. Tracer shall transfer ownership of the domain name www.tracerarrow.com to Easton on or before December 31, 2008, and shall take such other action at that time as is necessary to record ownership of the domain name in Easton's name. Until such time, Tracer shall maintain the www.tracerarrow.com website in compliance with Section 1.2(c)(i), above. Tracer shall also place the following notice on the home page of the website: "TRACER® is a registered trademark of Easton Technical Products, Inc., used under license."

(iii) Tracer Company Name Change. On or before November 1, 2007, Tracer shall change the name of Tracer Products, Inc. to a name that does not include the TRACER mark by filing the appropriate amendment documents with the Texas Secretary of State and other appropriate governmental authorities. Until such time, Tracer shall limit its use of the company name to those services and good currently in use by Tracer. Tracer shall also conduct its business in a manner consistent with its existing business, and shall use its best efforts to maintain and improve the goodwill

associated with the Trademark. Tracer shall limit its use of the company name to traditional trade name uses and shall not use the company name in a trademark or service mark manner.

2. Payment Terms.

2.1 Easton Payment. Within ten (10) days of the execution of this Agreement, Easton shall pay Tracer Thirty Thousand Dollars (\$30,000) in consideration for the rights granted under this Agreement, including, without limitation, assignment of the Intellectual Property.

2.2 Easton Royalty. From the Effective Date until the expiration of the Patent, Easton shall pay to Tracer a royalty for all lighted arrow nocks sold by Easton that incorporate or are manufactured using the technology described in the Patent (the "Royalty Products"), calculated and renewing on an annual basis in the amounts set forth below (the "Royalties"). Royalty Products initially will be sold as separate accessories and will not be incorporated into an arrow product. If at any point in the future Royalty Products are incorporated into an arrow product, Easton shall only owe Royalties on the Net Sales on the Royalty Product portion of the arrow product, as such portion is determined by Easton in its reasonable discretion, and not on the Net Sales of the entire arrow product. Royalties shall be paid as follows, which amounts shall be calculated on an annual basis beginning on November 1, 2007, and renewing annually thereafter:

(a) Five percent (5%) of the first Five Hundred Thousand Dollars (\$500,000) of Easton's annual Net Sales of Royalty Products, until Tracer has received Royalties on such Net Sales equal to Twenty Five Thousand Dollars (\$25,000); and then

(b) Four percent (4%) of Easton's annual Net Sales of Royalty Products between Five Hundred Thousand and One Dollars (\$501,000) to One Million Dollars (\$1,000,000), until Tracer has received Royalties on such Net Sales equal to Twenty Thousand Dollars (\$20,000); and then

(c) Three percent (3%) of Easton's annual Net Sales of Royalty Products exceeding One Million Dollars (\$1,000,000).

2.3 Royalty Reports and Payments. Royalties shall accrue with respect to Royalty Products upon shipment by or on behalf of Easton to any purchaser or other transferee for value and shall be payable quarterly. Easton shall, within thirty (30) days following the end of any three-month quarter (beginning on November 1, 2007) during which Royalties accrue, send to Tracer an accounting of all Royalties accrued during such quarter together with payment of such Royalties; provided, however, that during each fourth quarter of each year, payment of that quarter's Royalties shall be adjusted and reconciled to account for Royalties previously accrued and paid to Tracer on Royalty Products for which Easton has never received payment from the purchaser or other transferee for value.

2.4 Tracer Consideration. In consideration of the licenses granted by Easton to Tracer in Sections 1.1(b) and 1.2(b), above, Tracer shall pay Easton the sum of Ten Dollars (\$10).

2.5 Auditing. From the Effective Date until three (3) years after expiration of the Patent, Easton shall keep complete and accurate records of its sales of Royalty Products in sufficient detail to enable the royalties payable under this Agreement to be determined. At any time during the term of this Agreement, and for a period of three (3) years thereafter, but in any event not more than once every calendar year, Easton shall permit Tracer at Tracer's expense, to periodically examine its books, ledgers, and record during regular business hours for the purpose of and to the extent necessary to verify any report required under this Agreement. If such audit reveals an underpayment of five percent (5%) or more of the amount that should have been paid to Tracer for the period audited, then Easton shall bear the

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full expense of such audit. In the event of any underpayment of royalties, Easton shall promptly remit to Tracer all amounts due.

3. Maintenance and Enforcement of Intellectual Property.

3.1 Validity. Tracer agrees that it will not challenge the validity or enforceability of the Intellectual Property, and will not assist, assign or cooperate, directly or indirectly, in (i) challenging the validity or enforceability of any claims of the Patent in any action or (ii) defending any third party in an infringement action asserted by Easton related to the Intellectual Property.

3.2 Notification of Infringement. Tracer shall promptly inform Easton of any suspected infringement of any of the Intellectual Property. Tracer hereby gives notice, which is acknowledged by Easton, of suspected infringement of Dorge O. Huang, 615 Gateway Drive, Henry Illinois, 61537-1001.

3.3 Further Assurances. Tracer shall perform all acts deemed necessary or desirable by Easton to permit and assist Easton, at Easton's expense, in perfecting and enforcing its rights throughout the world in the Intellectual Property. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement, including litigation, of the Intellectual Property or other legal proceedings. Concurrent with the execution of this Agreement, Easton shall receive from Tracer assignments substantially in the form of Exhibit A ("Patent Assignment") and Exhibit B ("Trademark Assignment") with respect to the Patent and the Trademark, respectively, duly executed on behalf of Tracer by an officer and notarized, and in a form acceptable for recording with the United States Patent and Trademark Office and any patent or trademark office in any other jurisdiction, as applicable. In the event that Easton is unable for any reason whatsoever to secure a signature to any document it believes is reasonably required in order to apply for or execute any paper with respect to the Patent (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof) or the Trademark, Tracer hereby irrevocably designates and appoints Easton and its duly authorized officers and agents as Tracer's agents and its attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks or other rights therein in the Intellectual Property with the same legal force and effect as if executed by Tracer.

4. Warranties: Indemnification.

4.1 Ownership. Tracer owns all the Intellectual Property, free and clear of all Encumbrances and any exclusive licenses or rights to use the same, and Tracer is not a joint owner of any portion of the Intellectual Property with any third party. All designs, drawings, specifications, documentation, and diagrams incorporated, embodied or reflected in any Intellectual Property at any stage of its development were written, developed and created solely and exclusively by employees of Tracer without the assistance of any third party.

4.2 No Licenses. As of the Effective Date, there are no (i) licenses, sublicenses or any other agreements pursuant to which any third party is authorized to use any Intellectual Property, and (ii) Tracer is not a party to any licenses, sublicenses and other agreements with third parties pursuant to which Tracer is authorized to use any intellectual property owned by a third party and which is used by Tracer in the manufacture of, incorporated in or forms a part of the Intellectual Property.

4.3 No Conflicts or Consents. The execution and delivery of this Agreement, compliance with its terms and the consummation of the transactions contemplated hereby do not and will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time or both) or give rise to any right, license or Encumbrance relating to the Intellectual Property, or right of termination,

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cancellation or acceleration of any Intellectual Property, or the loss or Encumbrance of any Intellectual Property or material benefit related thereto, or result in or require the creation, imposition or extension of any Encumbrance upon any Intellectual Property or otherwise impair the right of Easton, its subsidiaries or affiliated companies, or its customers to use the Intellectual Property as contemplated by this Agreement. No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or any governmental authority is required to be obtained on the part of Tracer to permit the consummation of the transactions contemplated by this Agreement.

4.4 No Notice of Claims; Validity. Tracer (i) has not received notice that it has been sued in any suit, action or proceeding which involves a claim of infringement of any portion of the Intellectual Property; and (ii) has no knowledge of any claim challenging or questioning the validity or effectiveness of Intellectual Property, save and except those claims and defenses asserted against the Patent in Robert W. Simonton v. Dorge O Huang, Civil Action No. SA-06-CA-1050-FB, pending in the United States District Court for the Western District of Texas, San Antonio Division. Tracer warrants the validity of the Patent and represents that the claimed invention referenced in the Patent was not sold or offered for sale, in public use, or described in printed publication prior to February 16, 1999. There is no outstanding order, writ, injunction, decree, judgment or stipulation by or with any court, administrative agency or arbitration panel regarding patent, copyright, trade secret, trademark, trade name, mask work right or other claims relating to the Intellectual Property to which Tracer is a party or by which it is bound.

4.5 Confidential Information. Tracer has taken all reasonable measures and precautions to protect and maintain the confidentiality, secrecy and value of all material trade secrets or confidential information included in the Patent (except whose value would not be impaired by disclosure). Without limiting the generality of the foregoing, all current and former employees of Tracer who are or were involved in, or who have contributed to, the creation or development of any portion of the Patent have executed and delivered to Tracer a confidentiality and invention assignment agreement. No current or former employee, officer, director, stockholder, consultant or independent contractor has any right, claim or interest in or with respect to the Intellectual Property.

4.6 Indemnification. Tracer hereby agrees to indemnify, defend and hold harmless Easton and its directors, officers and employees from and against any claims, losses, liabilities, damages, expenses, costs and fees (including reasonable attorney's fees and court costs) arising from or in connection with (i) any breach of Tracer's representations and warranties in this Agreement; or (ii) any claim that the manufacture, sale, distribution or use of the Patent by or on behalf of Easton pursuant to this Agreement violates the patent, copyright, trademark, trade secret or other intellectual property rights of any third party.

5. Covenants.

5.1 Covenants Not to Compete. During the five-year period commencing on November 1, 2007, Simonton and TPI, its stockholders, officers and directors, and each of its affiliates (the "Restricted Parties") shall not engage in any Restricted Activities (as such term is defined below), whether directly or indirectly, or as a stockholder, owner, partner, principal, agent, joint venturer, consultant, advisor, investor, franchisor or franchisee, independent contractor or otherwise, in, with or of any person that engages directly or indirectly in any Restricted Activities. As used herein, "Restricted Activities" shall mean the design, manufacture, sale or distribution of archery products, including but not limited to any products that compete with Easton products or products produced under the Patent, anywhere in the world. During such period, the Restricted Parties shall not, directly or indirectly, hire, or solicit or encourage to leave the employment of Easton or any of its affiliates, any employee of Easton or its affiliates engaged in any Restricted Activities, or have any arrangement (financial, consulting or otherwise) with any such individual. The Restricted Parties acknowledge that compliance with the

provisions of this section is necessary and proper to preserve and protect the Intellectual Property acquired by Easton under this Agreement and to assure that the parties receive the benefits intended to be conveyed pursuant to this Agreement. The Restricted Parties agree that any failure by the Restricted Parties to comply with the provisions of this section shall entitle Easton and its affiliates, in addition to such other relief and remedies as may be available, to equitable relief, including, but not limited to, the remedy of injunction. Resort to any remedy shall not prevent the concurrent or subsequent employment of any other remedy, or preclude the recovery by Easton and its affiliates of monetary damages and compensation.

5.2 Right of First Refusal in Laser Lighted Nock. Notwithstanding paragraph 5.1 hereof, Tracer may develop a laser lighted arrow nock, and Tracer hereby grants to Easton a right of first refusal to purchase or exclusively license such laser lighted arrow nock technology at such time as the technology is ready for market. Upon completion of such product, Tracer shall first present Easton with the product and the opportunity to purchase, exclusively license or otherwise invest in such product prior to providing any similar opportunity to a third party.

5.3 Tracer Products and Information. Pursuant to the license back grants to Tracer hereunder, Tracer shall cease on November 1, 2007 to market, manufacture or sell any products incorporating the Intellectual Property, and shall turn over all outstanding and unfulfilled purchase orders to Easton for fulfillment. At such time, (i) Tracer shall also provide to Easton all documents, data and other information on Tracer customers of the Royalty Product, including, without limitation, dealers, distributors, retailers, and (ii) Easton shall purchase from Tracer, for an amount equal to Tracer's cost as evidenced by supporting documentation, any unsold inventory of 3-packs of lighted nocks covered by the Patent, provided that Easton shall not be required to purchase in excess of three thousand (3,000) 3-packs of Tracer lighted nocks, and that such lighted nocks shall be without defect and of a quality sufficient for resale by Easton, as determined by Easton in its reasonable discretion.

5.4 Sales of Easton Products. After November 1, 2007, Tracer shall be allowed to resell Easton Royalty Products as an Easton dealer, distributor or reseller on the same terms and conditions as other Easton dealers, distributors or resellers and for such period as Tracer meets and abides by Easton dealer, distributor or reseller criteria, terms and conditions, as such compliance is determined by Easton in its reasonable discretion.

5.5 Simonton Consulting Agreement. Concurrent with the execution of this Agreement, Simonton shall enter into a consulting agreement with Easton substantially in the form of Exhibit C hereto. The responsibilities under such consulting agreement shall be supplemental and addition to, and shall not take the place of, Tracer's obligations hereunder, including, without limitation, Tracer's obligations under Section 3.3, above.

6. Definitions.

6.1 "Encumbrances" shall mean restrictions on or conditions to transfer or assignment, claims, liabilities, liens, pledges, mortgages or security interests of any kind, whether accrued, absolute, contingent, or otherwise, affecting any of the Intellectual Property.

6.2 "Intellectual Property" shall mean (a) the Patent, including, without limitation: (i) all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations, continuations-in-part and counterparts thereof; (ii) rights in inventions (whether patentable or not), improvements, trade secrets, proprietary information, know how, and any rights in technology, invention disclosures, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world;

(iv) industrial designs and any registrations and applications therefor; and (v) any similar or equivalent rights to any of the foregoing (as applicable); and (b) the Trademark, including, without limitation, all related goodwill and applications and registrations therefor throughout the world, as well as domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor.

6.3 "Net Sales" shall mean gross sales of the lighted arrow nock product covered by the Patent and manufactured by Easton, minus returns, discounts, warranty costs, promotional costs, and allowances.

6.4 "Patent" shall have meaning set forth in the Recitals.

6.5 "Trademark" shall have meaning set forth in the Recitals.

7. Miscellaneous.

7.1 Jointly Negotiated. The Parties hereby agree that this Agreement has been jointly negotiated and drafted by the Parties and that it shall not be construed either for or against any Party based upon the Party who drafted any part of it.

7.2 Governing Law; Jurisdiction. This Agreement, any dispute arising under or which is related to this Agreement (whether in contract, tort or otherwise), and the validity, performance and interpretation of this Agreement shall be governed by and construed in all respects under the laws of the United States of America and the State of Utah without giving effect to its conflicts of law principles. Any action or proceeding arising from or related to this Agreement shall lie exclusively in the federal or state courts located in Salt Lake County, Utah, and the Parties hereby consent to the exclusive jurisdiction of such court for any such action or proceeding.

7.3 No Waiver. No term or provision hereof will be considered waived by any Party, and no breach excused by any Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by any Party to, or waiver of, a breach by any Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by any Party.

7.4 Assignment. Nothing in this Agreement shall be deemed to prohibit or otherwise limit Easton's ability to assign any rights or delegate any obligations under this Agreement. This Agreement shall benefit and bind the permitted successors and assigns of Easton.

7.5 Notices. All notices required to be given under this Agreement shall be in writing and delivered to the Parties at their respective addresses set forth below (or such other address as specified by any Party in accordance with the provisions of this section) by (a) hand delivery, (b) nationally recognized overnight courier, (c) mailed postage prepaid by certified or registered mail, return receipt requested, or (d) facsimile transmission with verification of receipt, and will be deemed to be effective the day of delivery by hand or overnight courier, the day of transmission if sent by facsimile, or three (3) days after mailing if sent by mail:

If to Easton:

Easton Technical Products, Inc.
5040 Harold Gatty Drive
Salt Lake City, Utah 84116
Attention: President
Facsimile No.: 801-533-9907

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With a Copy to:

Holland & Hart LLP
60 E. South Temple, Suite 2000
Salt Lake City, UT 84111
Attention: L. Grant Foster, Esq.
Facsimile No.: 801-799-5700

If to Tracer:

Tracer Products, Inc.
9539 Legend Isle, San Antonio, TX 78254
Attention: Wayne Simonton
Facsimile No.:

With a Copy to:

Gunn & Lee, P.C.
700 N. St. Mary's San Antonio, Texas 78205
Suite 1500
Attention: Ted D. Lee
Facsimile No.: (210) 886-9883

7.6 Severability. In the event that any court having jurisdiction shall determine that any provision contained in this Agreement shall be unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 Independent Contractors. In the course of performing under this Agreement, each of the Parties will operate as, and have the status of, an independent contractor and will not act as or be an agent, partner, co-venturer, employee or fiduciary of another Party. No Party will have the right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind another Party in any respect whatsoever.

7.8 Section Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. The plural shall be deemed to include the singular, and the singular shall be deemed to include the plural.

7.9 Attorneys' Fees. In the event any proceeding or lawsuit is brought against any Party to this Agreement in connection with this Agreement, the prevailing Party will be entitled to recover its costs and expenses, including expert witness' fees and attorneys' fees.

7.10 Scope of Agreement; Amendment. The Parties hereto acknowledge that each has read this Agreement and all Exhibits hereto, understands it, and agrees to be bound by its terms. The Parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all prior or contemporaneous proposals (oral or written), understandings, representations, agreements, conditions, warranties, covenants, and other communications between the Parties relating hereto relating to the subject matter of this Agreement. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and is signed by both Parties, and no other act, document, usage, or custom shall be deemed to amend this Agreement. If there is any conflict between the terms of this Agreement and any pre-existing non-disclosure agreement between the Parties, the terms of this Agreement shall control.

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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement by their authorized representatives.

TRACER:

EASTON:

TRACER PRODUCTS, INC.

EASTON TECHNICAL PRODUCTS, INC.

By: *Robert Wayne Simonton*
Name: ROBERT WAYNE SIMONTON
Title: PRES

By: *Greg Easton*
Name: GREG EASTON
Title: PRESIDENT

Robert Wayne Simonton
Robert Wayne Simonton

EXHIBIT A

PATENT ASSIGNMENT AGREEMENT

WHEREAS, the undersigned, Robert Wayne Simonton, an individual ("Assignor") is the owner of the entire right, title and interest in U.S. Patent No. 6,390,642 (the "Assigned Patent"); and

WHEREAS, Easton Technical Products, Inc., a Utah corporation, having its principal place of business at 5040 Harold Gatty Drive, Salt Lake City, Utah 84116 ("Assignee"), is desirous of acquiring the Assigned Patent and any rights in the Assigned Patent for good and valuable consideration set forth in the Intellectual Property Agreement executed between Assignor and Assignee dated May __, 2007.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by Assignor to have been received in full from Assignee:

1. Effective upon execution, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of its right, title and interest together with the benefits and privileges in and to all inventions and discoveries set forth in the Assigned Patent, including without limitation: all original, reissued, and reexamined letters patent that originate therefrom in the United States and worldwide, all rights of priority, all continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and worldwide, and all original, reissued, and reexamined letters patents that may issue from said continuation, divisional, continuation-in-part and substitute applications, and all of Assignor's rights and privileges pertaining to the Patent and Patent applications, together with the rights to all income derived therefrom, including the right to sue for past, present and future infringement thereof and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Patent and Patent applications to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all right, title and interest herein conveyed in any country. Such cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Assigned Patent; (c) for filing and prosecuting applications for re-issuance of any of the Assigned Patent; (d) for interference or other priority proceedings involving the Assigned Patent; and (e) for legal proceedings involving the Assigned Patent for infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee. In the event that Assignee is unable for any reason to secure Assignor's signature to any document required to apply for or execute any patent applications or patents (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and in their behalf, and instead of Assignor, to execute and file any such applications and to do all other lawfully permitted acts to further the perfection, prosecution and issuance of patents or other rights therein with the same legal force and effect as if executed by Assignor.

3. Assignor warrants that it has not knowingly conveyed and shall not convey to others any rights in said inventions, discoveries, applications, patents or Assigned Patent; and warrants it has good right to assign the same to Assignee without encumbrance.

4. The terms and covenants of this Patent Assignment Agreement shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee effective the 7 day of May, 2007.

ASSIGNOR:

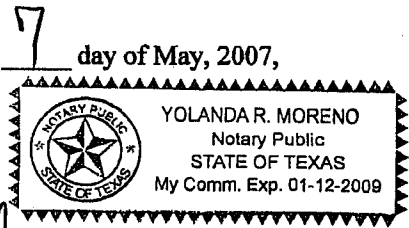
Robert Wayne Simonton
Robert Wayne Simonton

STATE OF Texas
COUNTY OF Bexar) ss.

The foregoing Agreement was subscribed and sworn to before me this 7 day of May, 2007,
by Robert W. Simonton.

Witness my hand and official seal.

My commission expires: 1-12-2009



Yolanda R. Moreno
Notary Public

Accepted and Agreed To:

EASTON TECHNICAL PRODUCTS, INC.

By: [Signature]
Name: GENA EASTON
Title: PLUG DESIGN

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EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

This assignment of trade name, trademark and service mark rights ("Assignment"), effective as of May ___, 2007, is entered into by and between Easton Technical Products, Inc., a Utah corporation, having its principal place of business at 5040 Harold Gatty Drive, Salt Lake City, Utah 84116 ("Easton"), and Tracer Products, Inc. a Texas corporation with its principal place of business at 9539 Legend Isle, San Antonio, Texas 78254 ("Tracer") (Easton and Tracer each a "Party" and, collectively, the "Parties").

RECITALS

Since at least as early as November 1999, Tracer has used the trade name and trademark TRACER (the "Mark") to identify lighted arrows, and owns United States trademark registration 2,852,137 (the "Registration").

Easton has the bona fide intent to adopt, use and federally register the Mark in interstate commerce in the United States.

The Parties have entered into an Intellectual Property Agreement ("Agreement"), whereby Tracer is to assign and Easton is to receive all rights, title and interest in and to the Registration and the Mark and all goodwill associated therewith.

In consideration of the foregoing, which is hereby incorporated into this Assignment by this reference, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

ASSIGNMENT

1. Tracer assigns to Easton all of its right, title and interest in and to the Registration and the Mark together with all of the goodwill identified thereby.
2. Tracer further assigns to Easton its rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition, counterfeiting and other causes of action related to the Mark, and to recover and hold all damages, profits and other compensation arising from such third party unlawful acts that may have occurred prior to the effective date of this Assignment.
3. This Assignment may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Assignment may be executed by facsimile signatures, each of which shall constitute an original signature.
4. The persons signing below represent and warrant that they have the authority to execute this Assignment on behalf of the respective corporations. Further, each Party has full legal power and authority to enter into and perform this Assignment in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

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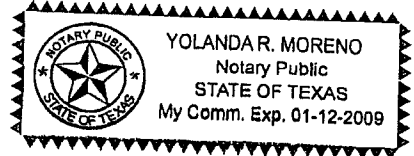
TRACER PRODUCTS, INC.

By: [Signature]
Name: Gregory Wayne Simonson
Title: CEO

STATE OF Texas)
COUNTY OF Bexar) ss.

The foregoing agreement was subscribed and sworn to before me this 7 day of May 2007, by
[Signature]
Witness my hand and official seal.

My commission expires: 12-2009



[Signature]
Notary Public

Accepted and Agreed To:

EASTON TECHNICAL PRODUCTS, INC.

By: [Signature]
Name: GREG EASTON
Title: PRESIDENT