

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
Shakespeare Company, LLC		08/03/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	W.C. Bradley/Zebco Holdings, Inc.
Street Address:	6101 East Apache Street
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74115
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78580558	CAJUN ADVANTAGE
Serial Number:	78352401	CAJUN EVERCLEAR
Registration Number:	2613301	CAJUN LIGHTNIN
Registration Number:	3104931	CAJUN LINE
Registration Number:	2613302	CAJUN LINE CO.
Registration Number:	2843887	CAJUN RED CAST
Registration Number:	2814931	CAJUN RED LIGHTNIN
Registration Number:	1227658	OMNIFLEX
Registration Number:	1380595	OUTCAST
Registration Number:	0123029	SUPREME
Registration Number:	2574451	"THE LINE THAT ACTS LIKE A LURE"
Registration Number:	3023575	
Registration Number:	2952983	CAJUN RED

OP \$340.00 78580558

CORRESPONDENCE DATA

Fax Number: (918)583-9659

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@fellerssnider.com

Correspondent Name: Fellers Snider, et al.

Address Line 1: 321 South Boston, Ste. 800

Address Line 4: Tulsa, OKLAHOMA 74103

ATTORNEY DOCKET NUMBER:	98507/07-376
NAME OF SUBMITTER:	R. Alan Weeks
Signature:	/r. alan weeks/
Date:	08/17/2007

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is entered into as of August 3, 2007 by and between W.C. Bradley/Zebco Holdings, Inc., a Georgia corporation ("*Assignee*"), and Shakespeare Company, LLC, a Delaware limited liability company ("*Assignor*"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee and Assignor entered into that certain Asset Purchase Agreement dated as of July 31, 2007 (the "*Asset Purchase Agreement*"); and

WHEREAS, pursuant to Section 1.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) trademarks and service marks (registered or unregistered) and applications therefor, trade names, business and product names, logos, trade dress, owned, possessed, used or held by Assignor related to the operation of the Business and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof, each as listed on Exhibit A attached hereto and incorporated herein; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing (collectively, the "*Trademarks*").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

1. **Grant.** Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. **Representations and Warranties of the Parties.** Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this

Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. **Further Assurances.** Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. **Recording of Assignment.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. **Asset Purchase Agreement.** This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement, and in the event of any conflict between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall control.

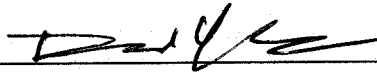
6. **Counterparts.** This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

**SHAKESPEARE COMPANY, LLC,
a Delaware limited liability company**

By: 
Name: DAVID SATOR
Title: VP

ASSIGNEE:

**W.C. BRADLEY/ZEBCO HOLDINGS, INC.,
a Georgia corporation**

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

**SHAKESPEARE COMPANY, LLC,
a Delaware limited liability company**

By: _____

Name:

Title:

ASSIGNEE:

**W.C. BRADLEY/ZEBCO HOLDINGS, INC.,
a Georgia corporation**

By:  _____

Name:

Title:

Acknowledgement by Notary Public

State of California

County of San Diego

On this 3rd day of August, 2007, before me, the undersigned Notary Public, personally appeared David Satoda, 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 he executed the same.

Seal:

Signature: Madhulika Kasibhatta

Name: Madhulika Kasibhatta, Notary Public



EXHIBIT A

Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods	Owner
78/580,558 Pending	United States	04-Mar-2005/ 23-Jan-2007	CAJUN ADVANTAGE	28 Int.: Fishing line	Seller
985453	Australia	19-Jan-2004/ 23-Aug-2004	CAJUN EVERCLEAR	28 Int.: Fishing line	Seller
1,203,613	Canada	19-Jan-2004/ 21-Jul-2004	CAJUN EVERCLEAR	NA: Fishing line	Seller
78/352,401	United States	15-Jan-2004/ 26-Oct-2004	CAJUN EVERCLEAR	28 Int.: Fishing line	Seller
76/110,568/ 2,613,301	United States	16-Aug-2000/ 01-May-2001	CAJUN LIGHTNIN and Design	28 Int.: Fishing line	Seller
1030399	Australia	18-Nov-2004/ 09-Dec-2004	CAJUN LINE	28 Int.: Fishing line	Seller
1,218,550/ 651,916	Canada	31-May-2004/ 28-Oct-2005	CAJUN LINE	NA: Fishing line	Seller
5651237 Pending	China (Peoples Republic)	10-Oct-2006	CAJUN LINE	28 Int.: Fishing line	Seller
4144614	European Community	26-Nov-2004/ 27-Jun-2005	CAJUN LINE	28 Int.: Fishing line	Seller
721697	New Zealand	19-Nov-2004	CAJUN LINE	28 Int.: Fishing line	Seller
78/427,080/ 3,104,931	United States	28-May-2004/ 04-Oct-2005	CAJUN LINE	28 Int.: Fishing line	Seller
76/110,571/ 2,613,302	United States	16-Aug-2000/ 27-Aug-2002	CAJUN LINE CO.	28 Int.: Fishing line	Seller
1,155,710/ TMA665262	Canada	11-Oct-2002/ 30-May-2006	CAJUN RED	NA: Fishing line	Seller
78/140,444/ 2,952,983	United States	01-Jul-2002/ 17-May-2005	CAJUN RED	28 Int.: Fishing line	Seller
1,155,709/ 651,558	Canada	11-Oct-2002/ 26-Oct-2005	CAJUN RED CAST	NA: Fishing line	Seller
78/140,445/ 2,843,887	United States	01-Jul-2002/ 18-May-2004	CAJUN RED CAST	28 Int.: Fishing line	Seller
1,156,490/ 600,741	Canada	21-Oct-2002/ 28-Jan-2004	CAJUN RED LIGHTNIN	NA: Fishing line	Seller
78/140,435/ 2,814,931	United States	01-Jul-2002/ 17-Feb-2004	CAJUN RED LIGHTNIN	28 Int.: Fishing rods, fishing reels, fishing line, and fishing tackle accessories	Seller
73/296,056/ 1,227,658	United States	06-Feb-1981/ 15-Feb-1983	OMNIFLEX	28 Int.: Fishing tackle namely line	Seller

Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods	Owner
549283/ 322946	Canada	16-Sep-1985/ 23-Jan-1987	OUT CAST	NA: Fishing line	Seller
73/547,625/ 1,380,595	United States	12-Jul-1985/ 28-Jan-1986	OUTCAST	28 Int.: Fishing line	Seller
N/A: Common Law	N/A: Common Law	N/A: Common Law	SUPREME	NA: Fishing line	Seller
71/110,640/ 123,029	United States	04-May-1918/ 08-Oct-1918	SUPREME (STYLIZED)	28 Int.: Fishing reels	Seller
76/110,569/ 2,574,451	United States	16-Aug-2000/ 28-May-2002	"THE LINE THAT ACTS LIKE A LURE"	28 Int.: Fishing line.	Seller
1050676	Australia	13-Apr-2005/ 21-Nov-2005	Extending Fish Profile (Container)	28 Int.: Fishing line.	Seller
1,253,991/ 679,878	Canada	13-Apr-2005/ 19-Jan-2007	Extending Fish Profile (Container)	NA: Fishing line.	Seller
4402211	European Community	13-Apr-2005/ 20-Oct-2006	Extending Fish Profile (Container)	28 Int.: Fishing line.	Seller
78/499,095/ 3,023,575	United States	13-Oct-2004/ 06-Dec-2005	Extending Fish Profile (Container)	28 Int.: Fishing line.	Seller

#273009.2

RECORDED: 08/17/2007

TRADEMARK
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