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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OIPE JC25 FEB 0 9 2000 PATENT & TRADEMARK OFFICE

To the Honorable Commissioner of Patents and Tra ... inal documents or copy thereof.

1. Name of conveying party(ies):
Benjamin Air Rifle Company MRD

2-9-00

__ Individual __ Association
__ General Partnership __ Ltd. Partnership
X Corporation-State Missouri
__ Other

Additional name(s) of conveying party(ies) attached? __ Yes X No

2. Name and address of receiving party(ies):

Benjamin Sheridan Corporation
Routes 5 & 20
East Bloomfield, New York 14443

__ Individual(s) citizenship
__ Association
__ General Partnership
__ Ltd. Partnership
X Corporation - State Delaware
__ Other

If assignee is not domiciled in the United States, a domestic representative is attached: __ Yes __ No

Additional name(s) & address(es) attached? __ Yes X No

3. Nature of conveyance:

X Assignment __ Merger

__ Security Agreement __ Change of Name

__ Other
Execution Date: January 9, 1992

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
639534

Additional Numbers attached? __ Yes X No

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

Jill Anderfuren, Esq.
Tilton, Fallon, Lungmus & Chestnut
100 S. Wacker Drive, Suite 960
Chicago, Illinois 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $ 40.00

X Enclosed

X Authorized to be charged to deposit account

8. Deposit account number:
20-1111
(Attach duplicate copy of this page f paying by deposit account)

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jill Anderfuren
Name of Person Signing

Jill Anderfuren
Signature

2/2/00
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT AND ASSUMPTION AGREEMENT

Assignment and Assumption Agreement dated February 28, 1992, by and between Benjamin Air Rifle Company, a Missouri corporation, having its principal place of business at 2600 Chicory Road, Racine, Wisconsin 53403 and Katt and Katt, a Wisconsin general partnership, having its principal place of business at 3616 Spring Lake Drive, Racine, Wisconsin 53405 (hereinafter together referred to as "Assignors") and Benjamin Sheridan Corporation, a Delaware corporation having its principal place of business at Routes 5 and 20, East Bloomfield, New York 14443 (hereinafter referred to as "Assignee").

R E C I T A L S

The Assignors and Assignee are parties to a Purchase Agreement dated as of January 9, 1992, as amended (the "Purchase Agreement"), under which Assignors agreed to sell certain assets and assign certain rights and Agreements to Assignee and Assignee agreed to assume certain obligations and liabilities of and from Assignors. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In consideration of the promises and undertakings of the parties under the Purchase Agreement and pursuant thereto, the parties agree as follows:

1. Assignment of Certain of the Acquired Assets. The Assignors, for themselves and for and on behalf of each of their Affiliates, hereby assign, convey, transfer and deliver to the Assignee all of their respective right, title and interest in, to and under:

(a) the Accounts Receivable;

(b) the Prepaid Expenses;

(c) the Intangible Rights and any goodwill associated therewith;

(d) the Agreements;

(e) any inventions, developments, processes, techniques, methods and trade secrets used in connection with the Sellers' Business;

(f) all rights and claims relating to the Acquired Assets, the Assumed Obligations and the operation of the Sellers' Business, except to the extent related to Excluded Assets or Retained Liabilities, including, without limitation, all warranties, representations and guaranties made by suppliers of products, materials or equipment or components thereof or of other third parties; and

(g) to the extent transferable (including pursuant to Section 6.11 of the Purchase Agreement), all Permits and all other licenses, permits and other governmental authorizations to carry on the Sellers' Business.

2. Assumption of Certain of the Acquired Assets and of all of the Assumed Obligations. The Assignee hereby accepts the assignment of all of the Assignors' and any Affiliate of Assignors' right, title

and interest in, to and under the Acquired Assets assigned pursuant to Section 1 hereof and assumes and covenants to pay, perform and discharge and will indemnify and hold harmless Assignors, in accordance with and to the extent set forth in Section 2.03 and Article XI of the Purchase Agreement, from and against all liabilities and obligations of Assignors under and in respect of the Assumed Obligations.

IN WITNESS WHEREOF, the parties have caused the Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first written above.

BENJAMIN AIR RIFLE COMPANY

By: Raymond Katt
Raymond Katt, President

KATT AND KATT

By: Raymond Katt
Raymond Katt, General Partner

BENJAMIN SHERIDAN CORPORATION

By: Kenneth R. Scheele
Kenneth R. Scheele, President

LBB-1516
CA897.00225.CCBS
2/24/92

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REEL: 002031 FRAME: 0650