

04-21-2003

Form PTO-1594 R  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><b>Anthony Foster</b> <span style="margin-left: 100px;">4.16.03</span></p> <p><input checked="" type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Primos, Inc.</u>  Internal  Address: _____</p> <p>Street Address: <u>604 First Street</u>  City: <u>Flora</u> State: <u>MS</u> Zip: <u>39071</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Mississippi</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>03/31/2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>2,607,086</u></p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>David Address</u>  Internal Address: _____  _____  _____  Street Address: <u>248 East Capitol Street,</u>  <u>Suite 1400</u>  City: <u>Jackson</u> State: <u>MS</u> Zip: <u>39201</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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.*

David Address *David Address* April 10, 2003  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

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

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 31st day of March, 2003, by Foster's Millwork's and Timber Products, Inc., a Mississippi corporation which is also known as Foster Millworks & Timber Products, Inc., Anthony A. Foster and Jack A. Foster (collectively, "Assignor"), to Primos, Inc., a Mississippi corporation ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 31, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor used in connection with the Business (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names used in connection with the Business (as defined in the Agreement), including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

The terms of the Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Foster's Millwork's and Timber Products, Inc., also known as Foster Millworks & Timber Products, Inc.

By: [Signature]  
Name: Jack A. Foster  
Title: President

[Signature]  
Anthony A. Foster

[Signature]  
Jack A. Foster

STATE OF MISSISSIPPI  
COUNTY OF HINDS

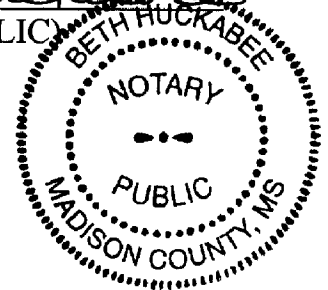
Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of March, 2003, within my jurisdiction, the within named Jack A. Foster who acknowledged that he is President of Foster's Millwork's and Timber Products, Inc., also known as Foster Millworks & Timber Products, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]  
(NOTARY PUBLIC)

My commission expires:

My Commission Expires May 27, 2006

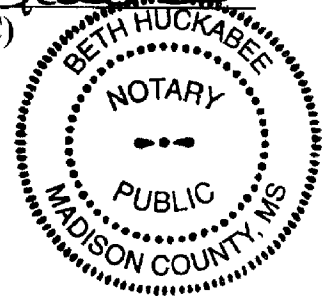
(Affix official seal, if applicable)



STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of March, 2003, within my jurisdiction, the within named Anthony A. Foster, who acknowledged that he executed the above and foregoing instrument.

*Beth Huckabee*  
(NOTARY PUBLIC)



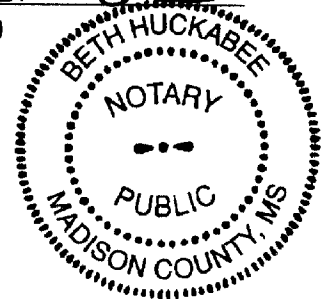
My commission expires:  
My Commission Expires May 27, 2006

\_\_\_\_\_  
(Affix official seal, if applicable)

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of March, 2003, within my jurisdiction, the within named Jack A. Foster, who acknowledged that he executed the above and foregoing instrument.

*Beth Huckabee*  
(NOTARY PUBLIC)



My commission expires:  
My Commission Expires May 27, 2006

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(Affix official seal, if applicable)

## SCHEDULE A

White Feather Game Call Co.  
Heart Breaker Model 228  
Lil' Heart Breaker Model 230  
Battleship Heart Breaker Model 247  
Super Slate Model 231  
Super Aluminum Model 235  
Hen Yelper Model 232  
Custom Power Crystal Model 242  
Acrylic Original Wench Juice Model 854  
Acrylic Original Wench Smoke Model 847  
Acrylic Timber Wench Teal Model 855  
Acrylic Timber Wench Purple Model 856  
Acrylic P.H.A.T. Lady Model 860  
Acrylic Yo' Sista Model 861  
Bois D'Arc Wench Model 835  
Cocobolo Wench Model 831  
Classic Box Call Model 120  
Ol' Faithful Box Call Model 130  
~~Deadly Diamond Trough Call Alum + Slate Model 140~~  
Sure Strut Slate and Glass Call Model 150  
Acrylic and Diamond Wood Yelper Model 160  
Diamond Wood Striker Model 170  
Acrylic Striker Model 180  
Acrylic Duck Call Model 190  
Acrylic Goose Call Model 200  
Acrylic Goose Flute Model 210  
Acrylic Deer Grunt Model 220

A handwritten signature in black ink, appearing to be 'A.F.O.', is written over the line for 'Deadly Diamond Trough Call Alum + Slate Model 140'.