

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WLP Estate, Inc.	Wellington Leisure Products, Inc.	02/04/2004	CORPORATION: DELAWARE
Safariland Huntington Corporation		02/04/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	PAT Acquisition, LLC
Street Address:	3100 West End Avenue
Internal Address:	Suite 500
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37238
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1207366	#69 DOE-IN-RUT
Registration Number:	1507349	
Registration Number:	1656347	#1 DOE-P
Registration Number:	1819058	DOE-IN-RUT
Registration Number:	1836932	#69
Registration Number:	2358329	STARLIGHT BLOODHOUND
Registration Number:	2365094	NEVER LOSE TO DARKNESS AGAIN
Registration Number:	1821502	6T9
Registration Number:	1857783	RED FOX P
Registration Number:	1821511	BANDIT COON
Registration Number:	1825280	NON STINK

CORRESPONDENCE DATA

Fax Number: (615)742-0401

900005990

**TRADEMARK
 REEL: 002806 FRAME: 0512**

CH \$290.00 1207366

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

Phone: 615-742-7779
Email: trademarks@bassberry.com
Correspondent Name: Paul W. Kruse
Address Line 1: 315 Deaderick Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	112929-800
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NAME OF SUBMITTER:	Paul W. Kruse
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Total Attachments: 7
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of February 4, 2004 is from WLP Estate, Inc. (f/k/a Wellington Leisure Products, Inc.), a Delaware corporation and Safariland Huntington Corporation, a Maryland corporation) (collectively "**Assignor**"), in favor of PAT Acquisition, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, on or about February 3, 2003, Assignor and certain debtor affiliates each filed for reorganization under Chapter 11 of the United States Bankruptcy Code, jointly administered under Case No. 03-30202, in the United States Bankruptcy Court for the Middle District of Georgia ("**Bankruptcy Court**"); and

WHEREAS, pursuant to an order (the "**Sale Order**") entered on or about February 4, 2004 by the Bankruptcy Court, Assignor has been authorized to sell substantially all of the assets of Assignor's Hunting Division for the consideration specified therein and in that certain Asset Purchase Agreement, dated as of January 29, 2004, by and between them and Assignee (the "**Asset Purchase Agreement**"); and

WHEREAS, the Assignor has adopted, used and is using certain trademarks, and is the owner of the related applications and registrations therefor in the United States as set forth on Schedule A hereto, (collectively, the "**Marks**"); and

WHEREAS, simultaneously with the execution and delivery of this Trademark Assignment (this "**Assignment**"), Assignor is selling to Assignee pursuant to the Asset Purchase Agreement, among other things, all of Assignor's right, title and interest in and to the Marks worldwide; and

NOW, THEREFORE, for good and valuable consideration, the premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. The Assignor hereby grants, sells, conveys, transfers, assigns and delivers unto the Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Marks worldwide, to the full end of the term for which any Marks, reissues, renewals and extensions thereof are or may be granted together with the goodwill associated with the Marks and which is symbolized by the Marks, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, along with the right to sue and recover damages and profits for past infringements thereof.

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2. The Assignor shall execute and deliver, all papers, instruments, and other documents and perform such other and further reasonable acts as may be requested by the Assignee at the Assignee's expense in order to vest, secure, perfect, confirm or enforce all of the Assignee's right, title and interest in and to the Marks and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on February 4, 2004.

WLP Estate, Inc. (f/k/a Wellington Leisure Products, Inc.)

-- and --

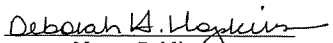
Safariland Hunting Corporation

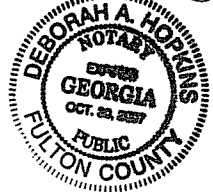
By: 

Name: Marcus A. Watson
Title: Chief Restructuring Officer
for both WLP Estate, Inc. and Safariland Hunting Corporation

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On the 4TH day of February in the year 2004 before me, the undersigned, a Notary Public in and for the said State, personally appeared Marcus A. Watson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



SCHEDULE A

MARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>
"#69 DOE-IN-RUT"	1,207,366	September 7, 1982
design of deer and doe	1,507,349	October 4, 1998
"#1 DOE-P"	1,656,347	September 10, 1991
"DOE-IN-RUT"	1,819,058	February 1, 1994
"#69"	1,836,932	May 17, 1994
"STARLIGHT BLOODHOUND"	2,358,329	June 13, 2000
"NEVER LOSE TO DARKNESS AGAIN"	2,365,094	July 4, 2000
"6T9"	1,821,502	February 15, 1994
"RED FOX P"	1,857,783	October 11, 1994
"BANDIT COON"	1,821,511	February 15, 1994
"NON-STINK"	1,825,280	March 8, 1994
<u>CANCELLED MARKS:</u>		
"BUCK MADNESS"	1,821,157	February 15, 1994
	1,819,056	February 1, 1994
"BOSS BULL"	1,819,080	February 1, 1994
"SILVER FOX P"	1,857,784	October 11, 1994
"TREE STAND BUDDY"	1,948,516	January 16, 1996
"DEER HUNTER NEWS"	1,729,254	November 3, 1992
"VIXEN"	serial number 74-392808	May 20, 1993
"SAFARILAND",	1,752,679	February 16, 1993

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, WLP Estate, Inc., a Delaware corporation, and Safariland Hunting Corporation, a Maryland corporation (collectively "**Assignor**"), has adopted and is the owner of and has obtained intellectual property and other proprietary rights to, (i) certain registrations for and common law rights in, and filed trademark applications on, certain trademarks and/or brand names and Assignor has established good will therein (collectively, the "**Marks**"), (ii) certain patents, patent applications and any reissues, continuations, continuations-in-part or reexaminations related thereto (collectively, the "**Patents**"), (iii) copyrights in certain websites, including all website content, text, images, graphics, software, computer codes and domain name registrations which Assignor owns or possesses, and all other copyrights in the assets specified herein (except to the extent that any of the foregoing constitute or contain trademarks, logos, or images of products or assets which are not intended to be assigned hereunder or under the Asset Purchase Agreement identified below) (collectively the "**Copyrights**"), (iv) a Universal Product Code (UPC) Number (the "**UPC Number**"), (v) all Confidential Information and Trade Secrets (as each are defined below) in the assets specified herein (collectively the "**Proprietary Information**"), and (vi) all right, title and interest in and to certain specified intangible assets (collectively the "**Intangible Assets**"). All of the Marks, Patents, Copyrights, Proprietary Information, UPC Number and Intangible Assets, including all rights contained therein, under this assignment consist of and pertain to those items identified and described in Exhibit A, which is attached hereto and incorporated herein by reference (collectively referred to as the "**Intellectual Property**");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of January 29, 2004, by and between Assignor and PAT Acquisition, LLC, a Delaware limited liability company ("**Assignee**") has agreed to assign the Intellectual Property to Assignee;

NOW, THEREFORE, for good and valuable consideration, the premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby unconditionally and irrevocably assign, transfer, convey and deliver unto Assignee all of Assignor's right, title and interest in the Intellectual Property, together with the common law rights, registrations, applications, designs, models, forms of property protection, and the good will of the business symbolized by all of the foregoing, including all rights attendant to such ownership such as, the right to sue for past infringement by third parties, and the right to register and use the Intellectual Property without limitation. To the extent that any portion of the Intellectual Property is not assignable to Assignee, then Assignor hereby grants to Assignee, and its respective successors and assigns, an unconditional, exclusive, worldwide, royalty-free, fully paid, irrevocable license or sublicense to use such rights, whether existing now or in the future, in any way and without any limitation whatsoever. The term of such license will be the duration of Assignor's rights that are unassignable to Assignee. In the event that Assignor holds any such rights, whether existing now or in the future, that cannot be assigned, licensed or sublicensed to Assignee, the Assignor hereby irrevocably and unconditionally waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Assignee, its sublicensees, successors or assigns, whether now known or hereafter to become known, and Assignor agrees at the request of Assignee and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights. Assignee may sell, assign, license or otherwise transfer or register any or all rights in the Intellectual Property granted to it hereunder.

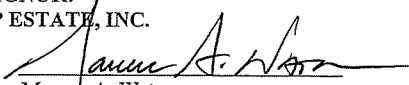
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Assignor shall execute any documents or perform such other and further reasonable acts as may be requested by Assignee at Assignee's expense, in order to secure, perfect, confirm or enforce any of Assignee's rights in the Intellectual Property.

As defined herein, "Trade Secrets" shall mean information which is defined as a trade secret under applicable law, including customer lists, customer information, pricing lists and pricing information. As defined herein "Confidential Information" shall mean nonpublic proprietary information other than Trade Secrets, of value to its owner, and any information defined herein as a Trade Secret but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be executed and delivered as of February ____, 2004.

ASSIGNOR:
WLP ESTATE, INC.

By: 
Name: Marcus A. Watson
Title: Chief Restructuring Officer

SAFARILAND HUNTING CORPORATION

By: _____
Name: Marcus A. Watson
Title: Chief Restructuring Officer

Exhibit A

INTELLECTUAL PROPERTY

(taken from Schedule 5.4 of the Asset Purchase Agreement)

1. United States Patent No. 5,770,116, issued on June 23, 1998, entitled, "GAME HUNTER'S SYSTEM AND KIT FOR TRACKING A WOUNDED ANIMAL AT NIGHT"
2. United States Patent No. 5,833,887, issued on November 10, 1998, entitled, "GAME HUNTER'S SYSTEM AND KIT FOR TRACKING A WOUNDED ANIMAL AT NIGHT"
3. United States Trademark Registration Number 1,207,366, registered on September 7, 1982, for "#69 DOE-IN-RUT" in International Class 1
4. United States Trademark Registration Number 1,507,349, registered on October 4, 1998, for design of deer and doe in International Class 2
5. United States Trademark Registration Number 1,656,347, registered on September 10, 1991, for design and words, "#1 DOE-P" in International Class 3
6. United States Trademark Registration Number 1,819,058, registered on February 1, 1994, for "DOE-IN-RUT" in International Class 1
7. United States Trademark Registration Number 1,836,932, registered on May 17, 1994, for "#69" in International Class 1
8. United States Trademark Registration Number 2,358,329, registered on June 13, 2000, for "STARLIGHT BLOODHOUND" in International Class 1
9. United States Trademark Registration Number 2,365,094, registered on July 4, 2000, for "NEVER LOSE TO DARKNESS AGAIN" in International Class 1
10. United States Trademark Registration Number 1,821,502, registered on February 15, 1994, for, "6T9" in International Class 1
11. United States Trademark Registration Number 1,857,783, registered on October 11, 1994, for, "RED FOX P" in International Class 1
12. United States Trademark Registration Number 1,821,511, registered on February 15, 1994, for, "BANDIT COON" in International Class 1
13. Domain Name "www.starlightbloodhound.com", registered with Network Solutions on September 19, 2002 and will expire, unless earlier renewed, on September 19, 2005.
14. Domain Name "www.tinks69.com", registered with Network Solutions on July 13, 1998 and will expire, unless earlier renewed, on July 12, 2005.

15. Domain Name "www.huntingscents.net", registered with Buy Domains Names on May 12, 2000 and will expire, unless earlier renewed, on May 12, 2005.
16. Secret Formula for Tink's 69
17. United States Trademark Registration Number R1825280, registered on March 8, 1994, "NON-STINK", in International Class 28.
18. UPC number 049818

OTHER ITEMS

Seller shall also assign, transfer and convey all of Seller's rights, title and interests (if any) in the following items. Notwithstanding any possible provision to the contrary in the purchase agreement with Buyer, Seller's assignment, transfer and conveyance of its rights title and interest in the following items without any representations, warranties, or covenants of any kind whatsoever or in any respects:

- A. United States Trademark Registration Number R1821157, registered on February 15, 1994, "BUCK MADNESS", Cancelled on February 24, 2001, in International Class 9. Also United States Trademark Registration Number R1819056, registered on February 1, 1994, "BUCK MADNESS", Cancelled on February 17, 2001, Class unknown.
- B. United States Trademark Registration Number R1819080, registered on February 1, 1994, "BOSS BULL", Cancelled February 17, 2001 in International Class 28.
- C. United States Trademark Registration Number R1857784, registered on October 11, 1994, "SILVER FOX P", Cancelled October 20, 2001, in International Class 28.
- D. United States Trademark Registration Number R1948516, registered on January 16, 1996, "TREE STAND BUDDY", Cancelled October 19, 2002, in International Class 22.
- E. United States Trademark Registration Number R1729254, registered on November 3, 1992, "DEER HUNTER NEWS", Cancelled on November 4, 1998, Class Unknown.
- F. United States Trademark Registration Number unknown, serial number 74-392808, registered on 5/20/1993, "VIXEN", Cancelled on March 16, 1994, Class Unknown.
- G. United States Trademark Registration Number R1752679, registered on February 16, 1993, "SAFARILAND", Cancelled on August 23, 1999, Class Unknown.