

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
Bear Lake Holdings, Inc.		07/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Thompson/Center Arms Company, Inc.		
Street Address:	2100 Roosevelt Ave.		
City:	Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01104		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3914870	ENCORE	
Registration Number:	2236581	ENCORE	
Registration Number:	2227763	ENCORE	
Registration Number:	2225456	QLA QUICK LOAD ACCURIZOR TC	
Registration Number:	2260092	QUICK LOAD ACCURIZOR	
Registration Number:	2252792	QLA	
Registration Number:	1473059	MAXI-HUNTER	
CORRESPONDENCE DATA			
Fax Number:	(303)572-6540		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	602-445-8000		
Email:	denipmail@gtlaw.com		
Correspondent Name:	Frank G. Long, Greenberg Traurig, LLP		
Address Line 1:	2375 E. Camelback Road, Suite 700		
Address Line 4:	Phoenix, ARIZONA 85016		

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TRADEMARK
REEL: 004580 FRAME: 0449

ATTORNEY DOCKET NUMBER:	071826-000500
NAME OF SUBMITTER:	Frank G. Long
Signature:	/frank g. long/
Date:	07/12/2011
Total Attachments: 2 source=BLH ASSGMT#page1.tif source=BLH ASSGMT#page2.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment ("Assignment"), dated July 12, 2011, is entered into by and between Bear Lake Holdings Inc. ("BLH"), a corporation organized under the laws of Delaware with its principal place of business at 2100 Roosevelt Ave., Springfield, MA 01104 and Thompson/Center Arms Company, Inc. ("TCA"), a New Hampshire corporation with its principal place of business at 2100 Roosevelt Ave., Springfield, MA 01104.

RECITALS

A. BLH uses and has used the marks identified on Schedule A (the "Marks") in connection with BLH products and has obtained the United States Patent and Trademark Office ("USPTO") registrations for the Marks identified on Schedule A.

B. BLH desires to assign and transfer to TCA all of BLH's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

Section 1. Assignment. BLH, for itself and any predecessors in title, hereby conveys, transfers, assigns, delivers, and contributes to TCA: any and all of BLH's right, title and interest in and to the Marks, including common law rights, together with the goodwill of the business symbolized by said Marks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Marks in the United States and throughout the world in the sole name of TCA, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by TCA, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by BLH had this assignment not been made.

Section 2. Miscellaneous.

a. BLH agrees that it will, upon TCA's request, promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments and other documents as may be necessary or desirable to perfect and record TCA's title in, to and under the Marks.

b. In furtherance of this Agreement, BLH acknowledges that, from this date forward, TCA has succeeded to any and all of BLH's right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that TCA, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as TCA, in its sole discretion, deems advisable.

c. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their respective officers as of the date indicated above.

BEAR LAKE HOLDINGS, INC.

By: Deana McPherson

Name: Deana McPherson

Title: Asst Secretary

THOMPSON/CENTER ARMS COMPANY, INC.


By: Ann B. Makkiya

Name: Ann B. Makkiya

Title: Secretary

SCHEDULE A

BEAR LAKE HOLDINGS - TRADEMARKS, U.S. REGISTRATIONS

	Serial Number	Reg. Number	Word Mark	Int'l Class and Goods/Services
1	77728769	3914870	ENCORE	IC 009. G & S: optical devices for firearms, namely, gun scopes.
2	75378032	2236581	ENCORE	IC 013. G & S: single shot firearms and parts and replacement parts, therefor; [parts and accessories for firearms, namely, choke tubes, slings and sling swivels, gun cases, holsters, barrel cleaning tools, namely, brushes, rods, pull throughs, ram rod extensions, ball and bullet pullers, worms/patch pullers, jags, thread adapters, bore swabs and breach plug scrapers, sights, aiming scopes; and kits of combination of the above goods].
3	75377886	2227763	ENCORE	IC 013. G & S: single shot firearms; parts and replacement parts, therefore; [choke tubes, slings and sling swivels, gun cases, holsters,] barrel cleaning tools, [sights, aiming scopes,] therefore; and kits of combinations of the above goods.
4	75377157	2225456		IC 013. G & S: muzzleloading firearms [and replacement parts therefor].
5	75376942	2260092	QUICK LOAD ACCURIZOR	IC 013. G & S: Muzzleloading firearms and replacement parts therefor.
6	75376940	2252792	QLA	IC 013. G & S: muzzleloading firearms [and replacement parts therefor].
7	73666353	1473059	MAXI-HUNTER	IC 013. G & S: AMMUNITION FOR MUZZLE-LOADING FIREARMS.