



To the Honorable Commissioner for Pat

102495500

Attached original document(s) or copy(ies).

1. Name of conveying party(ies):

Bear Archery, LLC

7-10-03

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

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

Name: Tell Acquisition Co.

Internal Address:

Street Address: 817 Maxwell Avenue
Evansville, Indiana 47706

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: June 17, 2003

4. Nature of submission:

- New
- Resubmission (Non-Recordation) Document ID# _____
- Correction of PTO error
- Reel #: _____ Frame #: _____
- Corrective Document
- Reel #: _____ Frame #: _____

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

FINANCE SECTION
JUL 10 AM 7:21

5. Application number(s) or registration number(s):

ATTORNEY DOCKET NO.: 140751-0008

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No(s).

(see attached schedule)

B. Patent No(s).

5099819

(see attached schedule)

Additional numbers attached? Yes No

6. Correspondent name and address:

Judith L. Grubner
MICHAEL BEST & FRIEDRICH LLC
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Direct telephone calls to the above at telephone no. (312) 222-0800
or fax no. (312) 222-0818.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the
United States Postal Service as first class mail, postage prepaid, in
an envelope addressed to Mail Stop ASSIGNMENT, Director of the
U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA
22313-1450 on July 7, 2003.

Date: July 7, 2003

Typed name:

Robert Holland

7. Total number of applications/patents involved: 25

Total fee (37 CFR 3.41).....\$ 1,000.00

- Enclosed
- Authorized to be charged to deposit account #501965
- Authorization to charge additional fees (deficiencies)

(Attach duplicate copy of this page if paying by deposit
account)

07/11/2003 DBYRME 00000029 5099819

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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. Charges to deposit account are authorized.

Judith L. Grubner

Name of Person Signing

Judith L. Grubner
Signature

7/7/03

Date

Mail documents to be recorded with required cover sheet information to:
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P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 014261 FRAME: 0718

SCHEDULE I

<i>1. U.S. Patents</i>		
<i>Patent No.</i>	<i>Title</i>	<i>Reg. Date</i>
5,099,819	COMPOUND BOW HAVING TUBULAR RISERS	3/31/92
5,141,689	METHOD FOR MANUFACTURING A COMPRESSION MOLDED ARCHERY BOW	8/25/92
5,368,006	DUAL-FEED SINGLE-CAM COMPOUND BOW	11/29/94
5,392,756	IMPROVED MOLDED ARCHERY BOW LIMB	2/28/95
5,501,208	MOLDED ARCHERY BOW LIMB	3/26/96
5,651,355	INSIDE MOUNTED SLIDING TWO-PIECE STAGGERED SLOTS CABLE GUARD	7/29/97
5,718,213	SWING ARM CABLE GUARD	2/17/98
5,791,322	DUAL-FEED SINGLE-CAM COMPOUND BOW	8/11/98
5,890,480	DUAL-FEED SINGLE-CAM COMPOUND BOW	4/6/99
5,894,835	METHODS FOR MANUFACTURING CONTINUOUS COMPRESSION MOLDED ARCHERY BOW LIMBS AND THE ARCHERY BOW LIMB PORTIONS PRODUCED THEREBY	4/20/99
6,024,076	ARCHERY BOW HAVING PIVOTAL BOW LIMB POCKETS	2/15/00
6,142,132	METHOD FOR MANUFACTURING CONTINUOUS COMPRESSION MOLDED ARCHERY BOW LIMBS AND THE ARCHERY BOW LIMB PORTIONS PRODUCED THEREBY	11/7/00
6,152,124	ARCHERY BOW HAVING AN INCREMENTALLY ADJUSTABLE CABLE GUARD	11/28/00
6,155,243	CROSSBOW HAVING A NO LET-OFF CAM	12/05/00
6,178,958	ARCHERY BOW HAVING A SIDE MOUNTED SWING ARM CABLE GUARD	1/30/01
6,425,385	ARCHERY BOW HAVING A SWING ARM CABLE GUARD WITH ADJUSTABLY MOUNTED CABLE SAVER	7/30/02

<i>1. U.S. Patents</i>		
6,443,139	DUAL-FEED SINGLE-CAM COMPOUND BOW	9/3/02
6,460,528	CROSSBOW HAVING A NO LET-OFF CAM	10/8/02
6,550,467	TRAVELING BOWSTRING VIBRATION DAMPENER	4/22/03

<i>2. U.S. Patent Applications</i>		
<i>Patent App. No.</i>	<i>Title</i>	<i>App. Date</i>
08/720044	A METHOD FOR MANUFACTURING DISCRETE COMPRESSION MOLDED ARCHERY BOW LIMB PORTIONS AND THE ARCHERY BOW LIMB PORTIONS PRODUCED THEREBY	9/27/96
09/648,887	ARCHERY BOW WITH BOW SPEED SPECIFIC SIGHT PIN BLOCK	8/25/00
10/037,921	TRAVELING BOWSTRING VIBRATION DAMPENER	1/3/02
10/205,388	ARCHERY BOW HAVING A SWING ARM CABLE GUARD WITH ADJUSTABLY MOUNTED CABLE SAVER	7/25/02
10/255,287	A METHOD FOR MANUFACTURING ARCHERY BOW RISERS AND THE ARCHERY BOWS INCLUDING THE RISERS PRODUCED BY THE METHOD	09/26/02
10/278,175	ARROW POINT WITH SELF LUBRICATING COLLAR	10/22/02

3. Foreign Patents

<i>Country</i>	<i>Patent No.</i>	<i>Title</i>	<i>Reg. Date</i>
Australia	657,601	DUAL-FEED SINGLE CAM COMPOUND BOW	3/16/95
Australia	679,485	DUAL-FEED SINGLE-CAM COMPOUND BOW	7/3/97
Canada	2,089,799	DUAL-FEED SINGLE-CAM COMPOUND BOW	2/16/99
Canada	2,121,115	DUAL-FEED SINGLE-CAM COMPOUND BOW	9/21/99
Canada	2,194,413	SWING ARM CABLE GUARD	7/27/99
Canada	2,216,396	A METHOD FOR MANUFACTURING CONTINUOUS COMPRESSION MOLDED ARCHERY BOW LIMB PORTIONS AND THE ARCHERY BOW LIMB PORTIONS PRODUCED THEREBY	4/17/01
Canada	2,216,397	A METHOD FOR MANUFACTURING DISCRETE MOLDED ARCHERY BOW LIMB PORTIONS AND THE ARCHERY BOW LIMB PORTIONS PRODUCED THEREBY	12/19/00
Korea	115,476	DUAL-FEED SINGLE-CAM COMPOUND BOW	5/21/97

4. Foreign Patent Applications

<i>Country</i>	<i>App. No.</i>	<i>Title</i>	<i>App. Date</i>
Canada	2,299,648	ARCHERY BOW HAVING A SIDE MOUNTING SWING ARM CABLE GUARD	2/25/00
Canada	2,299,649	ARCHERY BOW HAVING AN INCREMENTALLY ADJUSTABLE CABLE GUARD	2/25/00
Canada	2,307,955	CROSSBOW HAVING A NO LET-OFF CAM	5/10/00
Canada	2,368,318	ARCHERY BOW HAVING A SWING ARM CABLE GUARD WITH ADJUSTABLY MOUNTED CABLE SAVER	1/17/02
Canada	2,394,383	TRAVELING BOWSTRING VIBRATION DAMPENER	7/22/02
Canada	2,415,213	TRAVELING BOWSTRING VIBRATION DAMPENER	

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**ASSIGNMENT OF
PATENTS AND PATENT APPLICATIONS**

THIS ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS (this "Agreement") is entered into as of June 17, 2003, by and among Tell Acquisition Co., a Florida corporation (the "Buyer"), and Bear Archery, LLC, a Delaware limited liability company (the "Selling Party").

RECITALS

WHEREAS the Selling Party and the Buyer are parties to a certain Asset Purchase Agreement dated May 12, 2003, as amended (the "Asset Purchase Agreement"), under the terms of which the Selling Party agrees to sell and transfer, and the Buyer agrees to purchase the Acquired Assets (as such term is defined in the Asset Purchase Agreement);

WHEREAS the Selling Party owns the United States patent and patent applications and foreign patents and patent applications listed on Schedule I hereto (the "Patents") which constitute part of the Acquired Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer desires to obtain all of the Selling Party's right, title and interest in, to and under the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Selling Party, the Selling Party hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of the Selling Party's right, title and interest throughout the world in, to and under the Patents, and the underlying inventions described therein, and all divisions, renewals, reissues, continuations and continuations-in-part thereof, and all United States and foreign patents which have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements of the Patents and to fully and entirely stand in the place of the Selling Party in all matters related thereto.

The Selling Party hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents to record this Agreement to Buyer. The Selling Party hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Buyer as assignee of the entire interest.

The Selling Party hereby covenants that it has full right to convey the entire interest herein assigned, and that the Selling Party has not executed, and will not execute, any agreement inconsistent herewith.

The Selling Party, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Selling Party will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Patents, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

The Selling Party hereby constitutes and appoints the Buyer and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of the Selling Party but on behalf of and for the benefit of the Buyer and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Selling Party or otherwise, for the benefit of the Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which the Buyer or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Patents, and to do all acts and things in relation to such assets which the Buyer or its successors or assigns reasonably deem desirable.

In the event that any provision of this Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

In the event that any provision of this Agreement is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.


This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Selling Party and the Buyer. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law.


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

BEAR ARCHERY, LLC

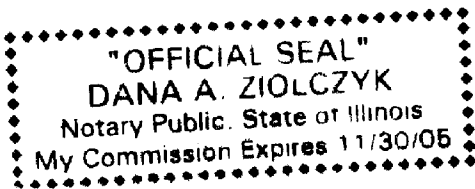
By: 
Name: Charles Palmer
Title: One of Its Managers

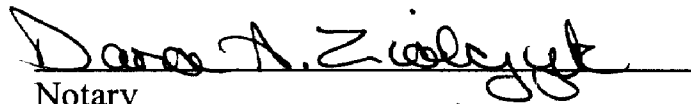
TELL ACQUISITION CO.

By: 
Name: Daniel Messmer
Title: President

STATE OF ILLINOIS
COUNTY OF COOK

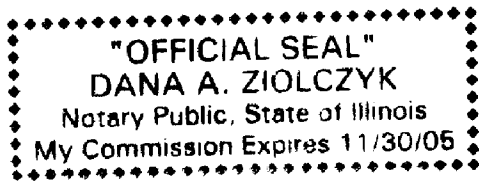
On this, the 17th day of June 2003, before me appeared Charles Palmer, the person who signed this instrument, who acknowledged that he is one of the Managers of Bear Archery, LLC, and that he signed such instrument as a free act and deed.




Notary
My Commission Expires: 11/30/05

STATE OF ILLINOIS
COUNTY OF COOK

On this, the 17~~th~~ day of June, 2003, before me appeared Daniel Messmer, the person who signed this instrument, who acknowledged that he is the President of Tell Acquisition Co., and that he signed such instrument as a free act and deed.



Dana A. Ziolkczyk

Notary
My Commission Expires 11/30/05