

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael R. Fox	11/01/2007
Rod Pierce	11/01/2007
Todd Hoffman	11/01/2007
Alex Henson	11/01/2007
Perry Reel	11/01/2007

RECEIVING PARTY DATA

Name:	Bushnell Outdoor Products
Street Address:	9200 Cody
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66214

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7401431
Patent Number:	7426800

CORRESPONDENCE DATA

Fax Number: (913)647-9057
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9136479050
Email: jce@hoveywilliams.com
Correspondent Name: Hovey Williams LLP
Address Line 1: 10801 Mastin Blvd., Suite 1000
Address Line 4: Overland Park, KANSAS 66210

NAME OF SUBMITTER:

Thomas B. Luebbering

Total Attachments: 5

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PATENT
REEL: 022203 FRAME: 0759

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PATENT PURCHASE AND INVENTION ASSIGNMENT AGREEMENT

This Agreement is entered into this 1 day of November, 2007, between Bushnell Outdoor Products (hereinafter referred to as "Bushnell") with corporate offices at 9200 Cody, Overland Park, Kansas 66214 and Michael R. Fox, with an address at 55600 E. Hwy. 26, Sandy, Oregon 97055; Rod Pierce, with an address of 103 SE 223RD Suite A Gresham OR 97030; Todd Hoffman, with an address of 103 SE 223RD Suite A Gresham OR 97030; Alex Henson, with an address of 103 SE 223RD Suite A Gresham OR 97030; and Perry Reel, with an address of 103 SE 223RD Suite A Gresham OR 97030 (hereinafter collectively referred to as "Sellers".)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms, provisions, and conditions set forth herein, the parties agree as follows:

1. ASSIGNMENT

Sellers hereby sell, assign, and transfer to Bushnell the full and exclusive right, title and interest throughout the world to the following Intellectual Property:

A. U.S. Patent Application Nos. 11/021,563, entitled "TRIGGER ACTUATED STABILIZATION DEVICE", and 11/317,657, entitled "STABILIZATION DEVICE"; and Provisional Application Nos. 60/691,464 and 60/709,262, entitled "QUICK RELEASE BAYONET STYLE SLING SWIVEL" and "LOCKING QUICK RELEASE BAYONET STYLE SLING SWIVEL", (hereinafter collectively referred to as the "Patent Applications").

B. The inventions described in the specifications of the Patent Applications; any patents issuing from the Patent Applications, any and all refilings and continuations of the Patent Applications; any and all reissues of the patents issuing from the Patent Applications; any and all applications and patents relating to the Patent Applications in any and all foreign countries, any and all refilings, divisions, and continuations of the foreign-filed patent applications, and any and all patent applications filed in the United States or foreign countries or patents issuing from the Patent Applications relating to the subject matter of the Patent Applications. Sellers agree to execute any documents necessary to confirm this assignment with the U.S. Patent and Trademark Office or others upon Bushnell's request.

[REDACTED]

[REDACTED]

2. PRODUCT MANUFACTURING AND SALES

A. Bushnell has the perpetual, exclusive, worldwide right to make, use, sell, offer to sell, and import products described in or made in accordance with the Intellectual Property or which are functionally similar to the products described in the Patent Applications (hereinafter collectively referred to as "Products").

[REDACTED]

[illegible]

5. TERRITORY

The territory for this Agreement is worldwide.

6. TERM AND TERMINATION

This Agreement commences when signed by both parties and shall extend until the termination, expiration, or abandonment of all patents issuing from the Patent Applications. Either party may terminate the Agreement due to a material breach of any of the terms or conditions of this Agreement, provided that written notice of such material breach is given to the breaching party and the breaching party fails to cure the breach within thirty (30) days.

Termination of this Agreement shall not relieve either party of its then outstanding or unfulfilled obligations or liabilities under this Agreement including Bushnell's obligation to pay royalties to Fox for Products already sold.

7. IMPROVEMENTS

Bushnell and/or Sellers may invent improvements to the Products. All such improvements which are covered by any claim of a patent issuing from the Patent Applications shall be owned by and/or assigned to Bushnell. Bushnell may, at its sole discretion, file patent applications for the improvements. If Sellers or their employees, contractors, or agents contributes to the conception of any such improvements, they will be named as inventors on any applications filed and shall assign all of their ownership rights to Bushnell.

8. PATENT MAINTENANCE AND ENFORCEMENT

Bushnell shall have sole responsibility for the prosecution, maintenance, and enforcement of the Patent Applications and any patents issuing therefrom, but Sellers shall provide reasonable assistance and cooperation with any enforcement efforts when requested by Bushnell.

9. CONFIDENTIALITY

In connection with this Agreement, each party will be provided, and will have access to, certain Confidential Information of the other party. Each party acknowledges and understands that the other party's Confidential Information is a valuable asset and property of such other party, and that such other party could suffer irreparable harm from the disclosure of all or any of such Confidential Information to other Persons. Accordingly, each party agrees, on behalf of itself and its directors, officers, employees, agents and advisors (collectively, "Representatives"), except as required by law, (i) to hold all of such other party's Confidential Information in strict confidence and to treat such other party's Confidential Information with *at least* the same degree of protection afforded its own confidential information, (ii) not to disclose any of such Information to third parties without the specific prior written consent of such other party, and (iii) not to use any such confidential Information except for purposes absolutely necessary to the performance of its obligations and the protection of its rights under this Agreement. Each party shall be responsible for, and shall indemnify and hold the other party harmless from, any losses, costs, expenses and damages incurred or suffered by such other party arising or resulting from the breach of these covenants by such party or any of its Representatives.

If a party or any of its Representatives is legally required to disclose any Confidential Information of the other party, such party shall promptly notify the other party of such requirements so that the other party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or a party grants a waiver hereunder, such other party or its Representatives may furnish that portion (and only that portion) of the Confidential Information which such party or its Representative is legally compelled to disclose, and such party shall use its best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. In no event shall a party or any of its Representatives oppose any action by the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

No party may issue a press release regarding this Agreement or the subject matter hereof without the prior consent of the other party.

Neither party may provide the Agreement to any third party or disclose the terms and conditions of the Agreement to any third party except if legally required pursuant to subpoena or legal process.

10. REPRESENTATIONS AND WARRANTIES

Sellers warrant that they are the sole owners of all the Intellectual Property listed in paragraph 1 including the Patent Applications and have the authority to enter into this Agreement. Michael R. Fox warrants that neither the other Sellers nor anyone else will make a claim against Bushnell in connection with this Agreement or the Intellectual Property covered by this Agreement.

To the best of Sellers' knowledge, no prior art exists which would prevent issuance of the Patent Applications. Sellers are not aware of any third party proprietary rights which would be infringed by the manufacture, sale, or use of the Products. If any patent issuing from the Patent Applications is ruled invalid and/or unenforceable by a court of competent jurisdiction, or if Bushnell receives an opinion from counsel that any such patent is invalid and/or unenforceable, Bushnell may in its sole discretion terminate this Agreement and no further royalty payments shall be due under paragraph 3C.

11. LIABILITY

Bushnell will assume all liability relating to the manufacture, shipment, storage and sale of the Products.

12. GENERAL PROVISIONS

- A. **ASSIGNABILITY.** This Agreement shall be binding upon each party's permitted successors and assigns.
- B. **LIABILITY.** Neither party shall be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.
- C. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties.
- D. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Kansas and venue shall be in Kansas federal district court.
- E. **WAIVER.** Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.
- F. **SEVERABILITY.** A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.
- G. **NOTICES.** All notices or other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, sent registered mail by first class, postage prepaid, addressed as set forth at the end of this Agreement.

EXECUTED by Sellers on this 1 day of November, 2007.

Michael R. Fox

By:



Rod Pierce

By:



(Signed for by Michael R. Fox as attorney in fact)

Todd Hoffman

By:



(Signed for by Michael R. Fox as attorney in fact)

Alex Henson

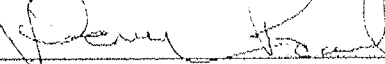
By:



(Signed for by Michael R. Fox as attorney in fact)

Perry Reel

By:




(Signed for by Michael R. Fox as attorney in fact)

EXECUTED by Bushnell on this 6th day of November, 2007.

Bushnell

By:



Philip J. Gyori

Title: Vice President