

04-19-2001



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

APR 6 2001

4.6.01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
03 30 01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03 30 01

Formerly

1729510

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/19/2001 LRELLER 00000048 1729510

01 FC:481
02 FC:482

90.00 GP
175.00 GP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002274 FRAME: 0894

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,729,510"/>	<input type="text" value="1,473,630"/>	<input type="text" value="2,155,991"/>
<input type="text" value="1,955,479"/>	<input type="text" value="1,152,788"/>	<input type="text" value="2,140,590"/>
<input type="text" value="1,788,141"/>	<input type="text" value="2,143,879"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

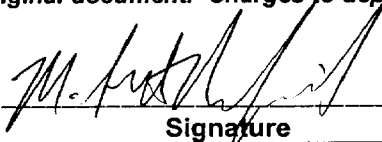
No

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, as indicated herein.

M. Scott Mansfield

Name of Person Signing



Signature

04-06-01

Date Signed

NORTH CAROLINA

PITT COUNTY

AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS made as of the 30th day of March 2001, between OVERTON'S INC., a North Carolina corporation with offices located at 111 Red Banks Road, Greenville, North Carolina, H & D ACQUISITION COMPANY, a North Carolina corporation with offices located at 111 Red Banks Road, Greenville, North Carolina, and N. W. HUNTING, INC., a North Carolina corporation with offices located at 111 Red Banks Road, Greenville, North Carolina, (referred to collectively as the "Assignors") and BRANCH BANKING AND TRUST COMPANY, a North Carolina Banking Corporation with offices located at 514 SE Greenville Boulevard, Greenville, North Carolina 27835 ("Lender").

RECITALS:

WHEREAS, the Assignors and Decoy, Inc. (collectively, the "Borrowers"), and the Lender are party to that certain Loan Agreement dated as of June 24, 1999, as amended by that certain Consolidated First Amendment Agreement to Loan Agreement, Security Agreement and Loan Documents dated February 7, 2001 (the "Existing Loan Agreement"), pursuant to which the Lender has provided to the Borrowers (i) a term loan facility in the original principal amount of \$12,000,000.00 (the "Term Loan"); (ii) a revolving line of credit facility of up to \$12,500,000.00 (the "Line of Credit"); (iii) a revolving line of credit facility of up to \$1,500,000.00 (the "Interim Loan"); and (iv) a standby letter of credit facility of up to \$1,000,000.00 (the "Existing Letter of Credit Facility"); and

WHEREAS, each of the Borrowers has requested that the Lender amend and restate the Existing Loan Agreement in order to (i) provide for the repayment in full of the Term Loan using proceeds obtained under the Note Purchase Agreement, (ii) increase the principal amount available under the Line of Credit to \$15,000,000.00 (the "Loan" or the "Revolving Credit Loan"), as more fully described therein, the proceeds of which are to be used for working capital and general corporate purposes as provided herein, and include therein the Interim Loan and the indebtedness outstanding thereunder as outstanding indebtedness under the Revolving Credit Loan, and (iii) replace the Existing Letter of Credit Facility with a new Letter of Credit Facility in the maximum amount of \$1,000,000.00; and

WHEREAS, the Lender is willing to amend and restate the Existing Loan Agreement and make such facility available to the Borrowers upon the terms and conditions set forth in the Loan Agreement (as hereinafter defined). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement; and

WHEREAS, the Borrowers acknowledge that the Loan Agreement constitutes an amendment and restatement (and not a novation) of the Existing Loan Agreement and that the indebtedness under the Loan Agreement shall continue to be secured by the same collateral currently securing the indebtedness owing under the Existing Loan Agreement, and the Lender shall be entitled to the lien priority relating back to the initial filings relating to such collateral; and

WHEREAS, in connection with the Existing Loan Agreement, the Assignors entered into that certain Collateral Assignment of Trademarks dated as of June 24, 1999, in favor of the Lender (the "Original Collateral Assignment"); and

WHEREAS, pursuant to the Loan Agreement, the Assignors are required to enter into this Amended and Restated Collateral Assignment of Trademarks amending and restating the Original Collateral Assignment; and

WHEREAS, the Trademarks (as hereinafter defined) have been adopted, used and are being used by the Assignors as set forth on Exhibit A which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Assignors and the Lender hereby agree as follows:

1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following terms shall have the following meanings unless the context indicates a contrary meaning or intent:

(a) "Event of Default" shall mean an "Event of Default" as such term is defined in the Loan Agreement.

(b) "Loan Agreement" shall mean that certain Amended and Restated Loan Agreement dated March 30, 2001 between the Borrowers and the Lender.

(c) "Obligations" shall mean any and all "Obligations" as such term defined in the Loan Agreement.

(d) "Security Agreement" shall mean the "Security Agreement" as such term is defined in the Loan Agreement.

(e) "Trademarks" shall mean the Trademarks which are listed on Exhibit A, which Trademarks are registered in the United States Patent and Trademark Office. The term "Trademarks" as used herein shall include any patents or servicemarks listed on Exhibit A.

2. Assignment. The Assignors hereby grant to the Lender, its successors and assigns, as security for the payment and performance of the Obligations, a continuing security interest in and a continuing lien on, to and under (i) the Trademarks, (ii) the goodwill of the

business symbolized by the Trademarks and (iii) the registration of the Trademarks with the United States Patent and Trademark Office.

3. Warranties and Representations of Assignor. The Assignors represent and warrant that:

(a) The Trademarks and the rights associated with the registration thereof with the United States Patent and Trademark Office are, or upon their acquisition by Assignors will be, solely and exclusively owned by the Assignors and have not heretofore been assigned, conveyed or transferred by the Assignors;

(b) The Assignors have the right to make this Assignment as to those Trademarks which they each own as indicated on Exhibit A; and

(c) This Assignment will not violate any other agreement to which any of the Assignors are a party or by which the assets of any of the Assignors are bound.

4. Obligations of Lender. It is understood that this Assignment shall not impose, and Lender shall not have, any duty or responsibility with respect to any registration, renewal, protection, maintenance, or any other matters related to the Trademarks.

5. Effect of Assignment. This Assignment supercedes, amends and restates the Original Collateral Assignment.

6. Incorporation of Security Agreement. This Assignment and the security interest granted hereunder are granted in conjunction with and are subject to the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Termination. This Assignment shall terminate and Lender shall reassign all of its right, title and interest in the Trademarks to Assignors promptly upon the payment and performance in full by the Assignors of all Obligations.

[Signature page follows]

IN WITNESS WHEREOF, the Assignors and the Lender have executed this Assignment under seal on the day and date first appearing above.

ASSIGNORS:

OVERTON'S INC., a North Carolina corporation

By: *V. Parker Overton*
Name: V. Parker Overton
Title: President

ATTEST:

William J. McShay

H & D ACQUISITION COMPANY,
a North Carolina corporation

By: *Larry W. Carroll, Jr.*
Name: Larry W. Carroll, Jr.
Title: President

ATTEST:

William J. McShay

N. W. HUNTING, INC., a North Carolina
corporation

By: *Larry W. Carroll, Jr.*
Name: Larry W. Carroll, Jr.
Title: President

ATTEST:

William J. McShay

LENDER:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: *John Charles Payne SVP*

Exhibit A

OVERTON'S INC.

Trademarks

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
1,729,510	US	11/03/92	NEO-SKINS
1,955,479	US	02/ 13/96	GLADIATOR
1,788,141	US	08/17/93	CEO
1,473,630	US	01/19/88	OVERTON'S
1,152,788	US	04/28/81	OVERTON'S W/DESIGN
2,143,879	US	03/17/98	DIVEMASTER
2,155,991	US	05/12/98	JET GLADIATOR
2,140,590	US	03/03/98	JET G

H&D ACQUISITION COMPANY

Trademarks

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
2,288,510	US	10/26/99	DUNN'S
2,280,564	US	9/28/99	DUNN'S SINCE 1950 AND DESIGN
2,402,390	US	11/7/00	DUNN'S SUPPLY CATALOG SINCE 1950 AND DESIGN
1526185	US	2/21/89	HERTER'S
2,160,705	US	5/26/98	QUALITY WATERFOWL DECOYS RESTLE SINCE 1947
2,159,088	US	5/19/98	RESTLE

Patents

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Patent/Description</u>
4,829,695	US	2/1/88; 5/16/89	Waterfowl Decoy Protective Coating.

N.W. HUNTING, INC.

Trademarks

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
1209869	US	9/21/82	NORTH WIND DECOYS
1241289	US	6/7/83	NORTH WIND DECOYS AND DESIGN

Patents

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Patent/Description</u>
5,284,173	US	Filed 10/23/82 Issued 2/8/94	Automatic continuous self- draining, self-cleaning and self-replenishing apparatus and system for watering stock